

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Satisfactions Of Second Mortgage – Early Release (9)

DEPARTMENT: Planning & Development **DIVISION:** Community Resources

AUTHORIZED BY: Donald Fisher **CONTACT:** Annie Knight **EXT.** 7384

Agenda Date 01/13/2004 Regular ☐ Consent ☒ Work Session ☐ Briefing ☐
Public Hearing – 1:30 ☐ Public Hearing – 7:00 ☐

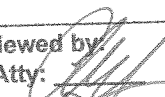


MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute nine Satisfactions of Second Mortgage for households assisted under the SHIP Program's Home Ownership Assistance Program.

BACKGROUND:

On December 29, 1997 Seminole County assisted Suzanne Wilson with down payment assistance in the amount of \$3,500.00 to purchase a home in Seminole County. The Second Note and Deed provided that this loan would be forgiven in full and a release would be granted by Seminole County if Suzanne Wilson resided in the house for a ten year period. However, Suzanne Wilson breached the mortgage agreement by submitting a written request to satisfy the mortgage on her home prior to this ten year period. Pursuant to the terms of the mortgage, in the event of a default, current HUD loan forgiveness policies shall apply. The current HUD policy limits the loan forgiveness period to five years. Suzanne Wilson did reside in the house for five years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Suzanne Wilson.

On May 24, 1996 Seminole County assisted Phyllis A. Ehrenreich and William J. Ehrenreich with down payment assistance in the amount of \$7,700.00 to purchase a home in Seminole County. The Second Note and Deed provided that this loan would be forgiven in full and a release would be granted by Seminole County if Phyllis A. Ehrenreich and William J. Ehrenreich resided in the house for a ten year period. However, Phyllis A. Ehrenreich and William J. Ehrenreich breached the mortgage agreement by applying to refinance their home prior to this ten year period. Pursuant to the terms of the mortgage, in the event of a default, current HUD loan forgiveness policies shall apply. The current HUD policy limits the loan forgiveness

Reviewed by:	
Co Atty:	
DFS:	
Other:	
DCM:	
CM:	
File No. <u>cpdc01</u>	

period to five years. Phyllis A. Ehrenreich and William J. Ehrenreich did reside in the house for five years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Phyllis A. Ehrenreich and William J. Ehrenreich.

On August 27, 1998 Seminole County assisted Noemi Ortiz with down payment assistance in the amount of \$8,863.63 to purchase a home in Seminole County. The Second Note and Deed provided that this loan would be forgiven in full and a release would be granted by Seminole County if Noemi Ortiz resided in the house for a ten year period. However, Noemi Ortiz breached the mortgage agreement by applying to refinance her home prior to this ten year period. Pursuant to the terms of the mortgage, in the event of a default, current HUD loan forgiveness policies shall apply. The current HUD policy limits the loan forgiveness period to five years. Noemi Ortiz did reside in the house for five years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Noemi Ortiz.

On March 31, 1998 Seminole County assisted Henry Jones with down payment assistance in the amount of \$10,000.00 to purchase a home in Seminole County. The Second Note and Deed provided that this loan would be forgiven in full and a release would be granted by Seminole County if Henry Jones resided in the house for a ten year period. However, Henry Jones breached the mortgage agreement by selling his home prior to this ten year period. Pursuant to the terms of the mortgage, in the event of a default, current HUD loan forgiveness policies shall apply. The current HUD policy limits the loan forgiveness period to five years. Henry Jones did reside in the house for five years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Henry Jones.

On March 14, 1996 Seminole County assisted Juanita D. Williams and Lynn Williams, Sr. with down payment assistance in the amount of \$3,151.00 to purchase a home in Seminole County. The Second Note and Deed provided that this loan would be forgiven in full and a release would be granted by Seminole County if Juanita D. Williams and Lynn Williams, Sr. resided in the house for a thirty year period. However, Juanita D. Williams and Lynn Williams, Sr. breached the mortgage agreement by applying to refinance their home prior to this thirty year period. Pursuant to the terms of the mortgage, in the event of a default, current HUD loan forgiveness policies shall apply. The current HUD policy limits the loan forgiveness period to five years. Juanita D. Williams and Lynn Williams, Sr. did reside in the house for five years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Juanita D. Williams and Lynn Williams, Sr..

On April 2, 1998 Seminole County assisted Albert D. and Angela Welborn with down payment assistance in the amount of \$10,000.00 to purchase a home in Seminole County. The Second Note and Deed provided that this loan would be forgiven in full and a release would be granted by Seminole County if Albert D. and Angela Welborn resided in the house for a ten year period. However, Albert D. and Angela Welborn breached the mortgage agreement by applying to refinance their home prior to this ten year period. Pursuant to the terms of the mortgage, in the event of a default, current HUD loan forgiveness policies shall apply. The current HUD policy limits the loan forgiveness period to five years. Albert D. and Angela Welborn did reside in the house for five years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Albert D. and Angela Welborn.

On July 10, 1995 Seminole County assisted Nicholas D. and Yong H. Defiore with down payment assistance in the amount of \$3,000.00 to purchase a home in Seminole County. The Second Note and Deed provided that this loan would be forgiven in full and a release would be granted by Seminole County if Nicholas D. and Yong H. Defiore resided in the house for a five year period. However, Nicholas D. and Yong H. Defiore breached the mortgage agreement by applying to refinance their home prior to this five year period. Pursuant to the terms of the mortgage, in the event of a default, current HUD loan forgiveness policies shall apply. The current HUD policy limits the loan forgiveness period to five years. Nicholas D. and Yong H. Defiore did reside in the house for five years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Nicholas D. and Yong H. Defiore.

On January 15, 1998 Seminole County assisted Jeffrey E. Merthie with down payment assistance in the amount of \$3,500.00 to purchase a home in Seminole County. The Second Note and Deed provided that this loan would be forgiven in full and a release would be granted by Seminole County if Jeffrey E. Merthie resided in the house for a ten year period. However, Jeffrey E. Merthie breached the mortgage agreement by applying to refinance his home prior to this ten year period. Pursuant to the terms of the mortgage, in the event of a default, current HUD loan forgiveness policies shall apply. The current HUD policy limits the loan forgiveness period to five years. Jeffrey E. Merthie did reside in the house for five years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Jeffrey E. Merthie.

On February 12, 1998 Seminole County assisted Rodrigo Sanchez with down payment assistance in the amount of \$3,500.00 to purchase a home in Seminole County. The Second Note and Deed provided that this loan would be forgiven in full and a release would be granted by Seminole County if Rodrigo Sanchez resided in the house for a ten year period. However, Rodrigo Sanchez breached the mortgage agreement by selling his home prior to this ten year period. Pursuant to the terms of the mortgage, in the event of a default, current HUD loan forgiveness policies shall apply. The current HUD policy limits the loan forgiveness period to five years. Rodrigo Sanchez did reside in the house for five years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Rodrigo Sanchez.

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
Seminole County Government
1101 East First Street
Sanford, FL 32771

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Second Mortgage (the "Mortgage") dated December 29, 1997, and recorded in Official Records Book 3351, Pages 0629 through and including 0633, Public Records of Seminole County, Florida, and a SHIP Second Mortgage Deferred Payment Promissory Note in the amount of Three Thousand Five Hundred and No/100 Dollars (\$3,500.00) (the "Note"), dated December 29, 1997, and recorded in the Official Records Book 3351, Pages 0637 through and including 0639, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated October 23, 1997, recorded in Official Records Book 3351, pages 0634 through and including 0636, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 238 Colony Drive, Casselberry, Florida 32707, the legal description and parcel identification for which are as follows:

LEG LOT 65 COLONNADES, 3RD SEC PB 16 PG 55
Public Records of Seminole County, Florida
(Parcel Identification No.: 04-21-30-510-0000-0650)

and also described in Exhibit "A" to the Mortgage as:
LOT 65, THE COLONNADES, THIRD SECTION ACCORDING TO THE
PLAT THEREOF AS RECORDED IN PLAT BOOK 16, PAGE 55,
PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

(the "Property,") were made by Suzanne Wilson, a single person, the owner ("Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771.

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property before December 29, 2007; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owner has requested the mortgage to be satisfied on her house within the ten (10) year period but did maintain the Property as her residence for at least five (5) years from the date of the Mortgage and the Note, thus qualifying for forgiveness of the Mortgage and the Note under United States Department of Housing and Urban Development ("HUD") policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note;

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge satisfaction of said Mortgage, Note and Agreement.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage and Note and every part thereof and all terms and covenants of the Agreement and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ____ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
DARYL G. MCLAIN, Chairman


Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney
AS/lpk
12/9/03
Satisfaction of mortgage-wilson

PARCEL DETAIL		REAL ESTATE	PERSONAL PROP	TAX ROLL	RATES SEARCH	◀ ◁ Back ▷ ▶																																				
 <p>Seminole County Property Appraiser 1001 N. HART ST. SANFORD FL 32771 (407) 884-1200</p>																																										
	<p align="center">GENERAL</p> <p>Parcel Id: 04-21-30-510-0000-0650 Tax District: C1-CASSELBERRY Owner: WILSON SUZANNE Exemptions: 00-HOMESTEAD Address: 238 COLONY DR City,State,ZipCode: CASSELBERRY FL 32707 Property Address: 238 COLONY DR CASSELBERRY 32707 Subdivision Name: COLONNADES 3RD SEC Dor: 01-SINGLE FAMILY</p>		<p align="center">2004 WORKING VALUE SUMMARY</p> <p>Value Method: Market Number of Buildings: 1 Depreciated Bldg Value: \$44,061 Depreciated EXFT Value: \$77 Land Value (Market): \$11,250 Land Value Ag: \$0 Just/Market Value: \$55,388 Assessed Value (SOH): \$51,834 Exempt Value: \$25,000 Taxable Value: \$26,834</p>																																							
<p align="center">SALES</p> <table border="1"> <thead> <tr> <th>Deed</th> <th>Date</th> <th>Book</th> <th>Page</th> <th>Amount</th> <th>Vac/Imp</th> </tr> </thead> <tbody> <tr> <td>WARRANTY DEED</td> <td>12/1997</td> <td>03351</td> <td>0618</td> <td>\$54,000</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>12/1984</td> <td>01604</td> <td>1688</td> <td>\$40,500</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>03/1980</td> <td>01271</td> <td>0923</td> <td>\$32,000</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>03/1980</td> <td>01271</td> <td>0927</td> <td>\$32,000</td> <td>Improved</td> </tr> </tbody> </table> <p align="center">Find Comparable Sales within this Subdivision</p>		Deed	Date	Book	Page	Amount	Vac/Imp	WARRANTY DEED	12/1997	03351	0618	\$54,000	Improved	WARRANTY DEED	12/1984	01604	1688	\$40,500	Improved	WARRANTY DEED	03/1980	01271	0923	\$32,000	Improved	WARRANTY DEED	03/1980	01271	0927	\$32,000	Improved	<p align="center">2003 VALUE SUMMARY</p> <p>2003 Tax Bill Amount: \$497 2003 Taxable Value: \$25,619 DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS</p>										
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<p>NOTE: Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes. *** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.</p>																																										

BACK

PROPERTY APPRAISER
HOME PAGE

CONTACT

Request Pay off on attached
mortgage.

If you have any question, please
feel free to contact me.

Suzanne Wilson
238 Colony Drive
Casselberry, Fl 32707
407-696-2109

45/6.00

Seminole County Homeownership Assistance Program

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
NOV 12 2003

Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the 29 day of December, 1997 by and between Suzanne Wilson, single person, hereinafter referred to the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

(Whenever used herein the terms of "Mortgagor" and "Mortgagee" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$3,500.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:
AFTER RECORDING RETURN TO:
S.H.L.P. HOMEBUYER ASSISTANCE
PROGRAM - ATTN: SHARON SELF
4590 S. HWY 17-92
CASSELBERRY, FL 32707

OFFICIAL RECORDS
BOOK 0951 PAGE 0629
SEMINOLE COUNTY, FL

MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FL

RECORDED & VERIFIED
1998 JAN -5 PM 4:26

ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

OFFICIAL RECORD
BOOK
9951 0630
SEMINOLE CO. FL

Should the land remain owner-occupied and not be rented, leased or subleased for ten (10) years then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. **THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS IN LESS THAN TEN (10) YEARS.** Mortgagor shall repay the loan amount of ~~Three Thousand Five Hundred dollars and 00/100 (\$3,500.00)~~ to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

OFFICIAL RECORDS
BOOK PAGE
3351 0631
SEMINOLE CO. FL

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgagee.

IN WITNESS WHEREOF, the said Mortgagor has here unto signed and sealed these presents the day and year first above written.

LOUIS A. SUTHERLAND

Suzanne Wilson

Print Name:

Print Name: Suzanne Wilson

Louis A. Sutherland

238 Colony Dr. Casselberry FL
32707

Print Name: Heather Stephens Print Name:

Heather Stephens

Print Name:

Print Name:

Print Name:

Print Name:

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 29 day of December, 1997
before me, an officer duly authorized in the State aforesaid and in the County aforesaid
to take acknowledgments, personally appeared Suzanne Wilson
and _____, who executed the foregoing instrument and who
acknowledge before me that he/she/they executed the same and are personally known
to me or have produced Drivers License as identification and who did/
did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

Louis A. Sutherland

Name:
Notary Public
Serial Number
Commission Expires:



LOUIS A. SUTHERLAND
My Comm Exp. 11/11/2000
Bonded By Service Ins
No. CC600178
() Personally Known () Other I.D.

OFFICIAL RECORDS
BOOK PAGE
3351 0632
SEMINOLE CO. FL

SW

EXHIBIT "A"

LEGAL DESCRIPTION

LOT 65, THE COLONNADES, THIRD SECTION ACCORDING TO THE PLAT
THEREOF AS RECORDED IN PLAT BOOK 16, PAGE 55, PUBLIC RECORDS OF
SEMINOLE COUNTY, FLORIDA

OFFICIAL RECORDS
BOOK
3351 0633
SEMINOLE CO. FL

SEMINOLE COUNTY
HOME PROGRAM
HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

Applicant(s): Suzanne Wilson

Property Address: 238 Colony Drive, Casselberry, FL 32707

This Agreement is entered into this 23rd day of October, 1997 by and between Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida, 32771 (hereinafter "COUNTY") and Suzanne Wilson, a single person,

(hereinafter "HOMEBUYER").

WITNESSETH:

1. USE OF HOME FUNDS

WHEREAS, the COUNTY has received HOME funds appropriated by the National Affordable Housing Act of 1990, as amended, through the U.S. Department of Housing and Urban Development (hereinafter "HUD"), to be expended in accordance with HOME Investment Partnership Acts (42 U.S.C. 12701 et seq), as amended by the Housing and Community Development Act of 1992 and the Multifamily Property Disposition Reform Act of 1994; and

WHEREAS, the COUNTY has agreed to use HOME funds to assist qualified homebuyers with downpayment, closing costs, and/or interest rate buy-down assistance through its subrecipient organization hereby known as Greater Seminole County Chamber of Commerce and meet the requirements as set forth in 24 CFR Part 92 as amended or waived by HUD.

2. AFFORDABILITY

The property which is the subject of this Agreement shall remain affordable in accordance with COUNTY guidelines for a term as specified in a second mortgage note and deed which shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

3. REPAYMENTS

The COUNTY shall provide a Deferred Payment Loan in an amount up to \$8,100.00 at 0% until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

4. UNIFORM ADMINISTRATIVE REQUIREMENTS

Not applicable as the HOMEBUYER is not a subrecipient or state recipient.

5. PROJECT REQUIREMENT

The COUNTY and the HOMEBUYER agree to comply with HOME regulations as set forth in 24 CFR Part 92 Subpart F, as follows:

(a) The HOMEBUYER(s) have certified that the property shall be his/her/their principal residence and that, at the time of application and approval, his/her/their annual income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD, with adjustments for family size.

(b) The property is located within the geographical areas of Seminole County, Florida and has an after rehabilitation or construction appraised value equal to or less than ninety-five percent (95%) (90% when used with SHIP funds) of the median sales price of the area. The COUNTY through, Greater Seminole County Chamber of Commerce, has reviewed the household income and property value requirements in accordance with the HOME Program requirements and determined the project eligible for funding.

OFFICIAL RECORDS
BOOK 0636
SEMINOLE CO. FL
2351

The HOMEBUYER must insure the property, including payment of taxes and homeowners insurance, during the term of affordability.

6. HOUSING AND QUALITY STANDARDS

The property at the time of initial occupancy by the HOMEBUYER shall meet Section 8 Housing Quality Standards (HQS) and the local building codes and regulations of the COUNTY. The COUNTY has inspected the property and has determined the project eligible for funding.

7. OTHER PROGRAM REQUIREMENTS

The Homeowner shall comply with all applicable Federal laws and regulations as described in HUD guidelines at 24 CFR Part 92 Subpart H. The regulations are provided below. Applicable regulations are so noted.

- a) Equal opportunity and fair housing ☐ Applicable ☒ Not Applicable (one unit)
- b) Environmental review ☐ Applicable ☒ Not Applicable
- c) Displacement, relocation and acquisition
 - ☐ Not Applicable (activity funded is downpayment, closing cost or interest rate buy-down assistance on a newly constructed unit; therefore no displacement, relocation and acquisition occurred pursuant to Federal rules).
 - ☒ Applicable (Activity is downpayment, closing cost or interest rate buy-down assistance for the purchase of an existing unit. Appropriate notices have been issued. Certification has been provided/executed ensuring that property was not occupied by a tenant and that the owner has been voluntarily displaced by choice.
- d) Lead paint
 - ☒ Applicable (Home built prior to 1978. Lead-based paint notice has been provided and unit evaluated for lead-based paint existence.)
 - ☐ Not Applicable (Unit built during or after 1978.)
- e) Conflict of Interest - no conflict found
- f) Disbarment and suspension - not applicable
- g) Flood insurance
- h) Executive Order 12372 - not applicable.

8. AFFIRMATIVE MARKETING

Not applicable due to the nature of the activity (HOMEBUYER program).

9. CONDITIONS FOR RELIGIOUS ORGANIZATION

Not applicable due to the nature of the activity (HOMEBUYER program).

10. REQUESTS FOR DISBURSEMENT OF FUNDS

The HOMEBUYER agrees that the funds shall only be used to subsidize a private loan to lower the borrower's monthly housing costs (Principal, Interest, Taxes and Insurance (PITI)) and to pay closing costs and part of the downpayment amount, if necessary. The HOME funds shall be disbursed by the COUNTY at the time of loan closing.

Should rehabilitation be included in the HOME assistance, the HOMEBUYER agrees that any work performed by a contractor in accordance with this Agreement shall be performed pursuant to a written contract in the form required by the COUNTY. Further, the unit shall be inspected by the COUNTY for compliance with COUNTY housing and other local codes and regulations.

Ownership assistance funds shall not be disbursed prior to completion of work and acceptance of the same by the COUNTY.

1. REVERSION OF ASSETS

Not applicable as the homeowner is not a subrecipient.

OFFICIAL RECORDS
BOOK 0635
PAGE 0051
SEMINOLE CO. FL

DW

2. RECORDS AND

The COUNTY and HOMEBUYER shall complete all reports and maintain documentation, as applicable in accordance with 24 CFR Part 92 and Florida Statutes for a period of three (3) years from the end of the affordability term.

3. ENFORCEMENT OF THE AGREEMENT

The loan shall be evidenced by a Promissory Note and secured by a Mortgage on the property. Failure by the HOMEBUYER to comply with the terms of this Agreement and the loan documents shall be considered a default and appropriate legal action taken.

4. DURATION OF THE AGREEMENT

This Agreement shall be in effect until the first of the following events occurs: (1) borrower sells transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies, or for a period of ten (10) years.

5. OTHER PROVISIONS

Neither party hereto shall discriminate against any person or group of persons on account of race, sex, creed, color or national origin in the performance of this Agreement.

Nothing contained in this Agreement, or any act of the COUNTY or the HOMEBUYER shall be deemed or construed by any of the parties hereto, or third persons to create any relationship of third party beneficiary, principal or agent, limited or general partnership, joint venture or any association or relationship involving the COUNTY.

WITNESS:

Mary Montez

Gary E. Kaiser
County Manager

Date: 12/10/97

WITNESSES AS TO HOMEBUYER(S):

Alphonso Barnes

Alphonso Barnes

Daniel L. Montesi

HOMEBUYER

Suzanne Wilson

Date: 10/23/97

NOTARY AS TO HOMEBUYER(S):

SEMINOLE COUNTY, FLORIDA

STATE OF FLORIDA)

COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 23rd day of October, 1997,
by Suzanne Wilson, who is personally known to me or who has produced Florida
Driver's license as identification.

James A. Montesi
James A. Montesi

Print Name

JAMES A. MONTESI



James A. Montesi
MY COMMISSION # 00550030 EXPIRES
October 22, 2000
BONDED THRU TROY FAIR INSURANCE, INC.

Notary Public in and for the County and State Aforementioned.

My commission expires: October 22, 2000

OFFICIAL RECORDS
BOOK 351 PAGE 0636
SEMINOLE CO. FL

Seminole County Homeownership Assistance Program

EXHIBIT "B"
SECOND MORTGAGE NOTE

AMOUNT: \$3,500.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of Three Thousand Five Hundred dollars and 00/100 (\$3,500.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of ten (10) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven ten (10) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10) years after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to ten(10) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

OFFICIAL RECORDS
BOOK
9351 0637
SEMINOLE CO. FL

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:
AFTER RECORDING RETURN TO:
S.H.L.P. HOMEBUYER ASSISTANCE
PROGRAM - ATTN: SHARON SELF
4500 S. US HWY 1
CASSELBERRY, FL 32707

1. The sale, transfer or refinancing of the subject home and real property, within ten (10) years of execution of this Note, by maker or maker's successors.
2. Leasing or renting of the property within ten (10) years of the date of execution of the Note and Second Mortgage.
3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
4. Failure to pay applicable property taxes on subject property and improvements.
5. Failure to maintain adequate hazard insurance on subject property and improvements.
6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

ROOM
3351
0638
SEMINOLE CO. FL

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

Each person liable hereon whether maker or enforcer, hereby waives persentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

Print Name: LOUISA SUTHERLAND

Louisa Sutherland

Print Name: Suzanne Wilson

Suzanne Wilson

Print Name:d

Heather Stephenson
Heather Stephenson

Print Name:

Print Name:

Print Name:

Print Name:

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 29 day of December, 1997
before me, an officer duly authorized in the State aforesaid and in the County aforesaid
to take acknowledgments, personally appeared Suzanne Wilson
and _____, who executed the foregoing instrument and who
acknowledge before me that he/she/they executed the same and are personally known
to me or have produced Drivers License as identification and who did/
did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

Name:
Notary Public
Serial Number
Commission Expires:



LOUIS R. SUTHERLAND
My Comm Exp. 11/11/2000
Bonded By Service Ins
No. CC600178
[] Personally Known [] Other []

OFFICIAL RECORDS
BOOK
2251 0639
SEMINOLE CO. FL

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
Seminole County Government
1101 East First Street
Sanford, FL 32771

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Second Mortgage (the "Mortgage") dated May 24, 1996, and recorded in Official Records Book 3079, Pages 1114 through and including 1118, Public Records of Seminole County, Florida, and a SHIP Second Mortgage Deferred Payment Promissory Note in the amount of Seven Thousand Seven Hundred and No/100 Dollars (\$7,700.00) (the "Note"), dated May 24, 1996, and recorded in the Official Records Book 3079, Pages 1119 through and including 1121, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated March 6, 1996, recorded in Official Records Book 3079, pages 1122 through and including 1124, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 118 Upsala Road, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LEG LOT 4 TEE N GREEN ESTATES PB 13 PG 43
Public Records of Seminole County, Florida
(Parcel Identification No.: 33-19-30-501-0000-0040)

and also described in Exhibit "A" to the Mortgage as Lot 4 TEE 'N GREEN ESTATES, according to the plat thereof as recorded in Plat Book 13, Page 43, of the Public Records of Seminole County, Florida.

(the "Property,") were made by Phyllis A. Ehrenreich, a married woman, and William J. Ehrenreich, husband, the owners ("Owners") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771.

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owners transfer title, sell or in any manner cease to occupy the Property as their primary residence or dispose of the Property before May 24, 2026; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owners have requested the mortgage to be satisfied on their house within the thirty (30) year period but did maintain the Property as their residence for at least five (5) years from the date of the Mortgage and the Note, thus qualifying for forgiveness of the Mortgage and the Note under United States Department of Housing and Urban Development ("HUD") policies; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage and Note;

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge satisfaction of said Mortgage, Note and Agreement.

The Property, the Owners, their heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage and Note and every part thereof and all terms and covenants of the Agreement and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ____ day of _____, 20__.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
DARYL G. MCLAIN, Chairman



Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney
AS/lpk
12/9/03
Satisfaction of mortgage-ehrenreich

PARCEL DETAIL		REAL ESTATE		PERSONAL PROP		EVALUATION		TAXES SEARCH		Back																																												
 <p>Seminole County Property Appraiser Service 1101 E. West St. Sanford FL 32771 407-665-7506</p>																																																						
<p align="center">GENERAL</p> <p>Parcel Id: 33-19-30-501-0000-0040 Tax District: 01-TX DIST 1 - COUNTY</p> <p>Owner: EHRENREICH PHYLLIS A Exemptions: 00-HOMESTEAD</p> <p>Address: 118 UPSALA RD</p> <p>City,State,ZipCode: SANFORD FL 32771</p> <p>Property Address: 118 UPSALA RD SANFORD 32771</p> <p>Subdivision Name: TEE N GREEN ESTATES</p> <p>Dor: 01-SINGLE FAMILY</p>								<p align="center">2004 WORKING VALUE SUMMARY</p> <p>Value Method: Market</p> <p>Number of Buildings: 1</p> <p>Depreciated Bldg Value: \$50,245</p> <p>Depreciated EXFT Value: \$5,310</p> <p>Land Value (Market): \$11,440</p> <p>Land Value Ag: \$0</p> <p>Just/Market Value: \$66,995</p> <p>Assessed Value (SOH): \$66,995</p> <p>Exempt Value: \$25,000</p> <p>Taxable Value: \$41,995</p>																																														
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<p>NOTE: Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.</p> <p>*** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.</p>																																																						

BACK

PROPERTY APPRAISER
HOME PAGE

CONTACT

*** ESCROW FILE#: KT0 38782 RH/VSW & LAH ***
PAINTER -to- EHRENREICH

Seminole County Homeownership Assistance Program



Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the
24th day of May 1996 by and between Phyllis A Ehrenreich, a
and WILLIAM J. EHRENREICH, husband hereinafter referred to the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First woman
Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

(Whenever used herein the terms of "Mortgagor" and "Mortgagee"
include all parties to this instrument, the heirs, legal representatives
and assigns of individuals and the successors and assigns of
corporations; and the term "note" include in all the notes herein
described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also
consideration of the aggregate sum named in the Second Mortgage Note of even date
herewith (\$ 7,700.00), hereinafter described, the Mortgagor hereby grants,
bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the
certain land of which the Mortgagor is now seized and in possession situated in
Seminole County, Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments
and appurtenances thereto belonging, and the rents, issues and profits thereof, unto
the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly
seized of said land in fee simple; that the Mortgagor has good right and lawful authority
to convey said land as aforesaid; that the Mortgagor will make such further assurances
to perfect the fee simple title to said land in the Mortgagee as may reasonably be
required; that the Mortgagor hereby full warrants the title to said land and will defend
the same against the lawful claims of all persons whomsoever; and that said land is
free land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE
COUNTY AND IS EXEMPT FROM PAYMENT
OF INTANGIBLE PERSONAL PROPERTY
TAX AND DOCUMENTARY STAMP EXCISE
TAX ON DOCUMENTS PURSUANT TO
SECTIONS 420.513(1) AND 199.185(1)(d),
FLORIDA STATUTES

This instrument was prepared by
and Return To:

Elaine L. Barlow, SHIP Program
Seminole County Chamber of Commerce
4590 South Highway 17-92
Casselberry, FL 32707

OFFICIAL RECORDS
BOOK
PAGE

3079

SEMINOLE COUNTY

1114

MARYANNE HORSE
CLERK OF CIRCUIT COURT

847162

SEMINOLE COUNTY, FL
RECORDED & VERIFIED

96 MAY 29

21:58

RECORD AND RETURN TO: KAMPE TITLE AND GUARANTY CORPORATION
200 West First Street
Sanford, Florida 32771
TELEPHONE #: (407) 322-9484

878

Seminole County Homeownership Assistance Program



ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

(E FINANCIAL UNIT)

3/12/03

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SEMINOLE CO. FL.

Seminole County Homeownership Assistance Program



Should the land remain owner-occupied and not be rented, leased or subleased for (check applicable) _____ ten (10) years, _____ twenty (20) years or X thirty (30) years (if used in conjunction with FHA financing), then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS LESS THAN _____ TEN (10) YEARS, _____ TWENTY (20) YEARS OR X THIRTY (30) YEARS AFTER EXECUTION OF THIS INSTRUMENT. Mortgagor shall repay the loan amount of Seventy Seven Hundred and 00/100 dollars (\$ 7,700.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgagee.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

Print Name: RUSSELL WEINLE

Print Name: LORI A. HOFFMAN
Witness

Print Name: _____

Print Name: _____

Print Name: Phyllis A Ehrenreich

Print Name: WILLIAM J. EHRENREICH
11B UPSALA ROAD
SANFORD, FLORIDA 32771

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3079 1116
SEMINOLE CO. FL.

10 PARAVHUAL017201

Seminole County Homeownership Assistance Program



STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 24th day of May, 1996
before me, an officer duly authorized in the State aforesaid and in the County aforesaid
to take acknowledgments, personally appeared PHYLLIS A. EHRENREICH, a married woman
and WILLIAM J. EHRENREICH, husband, who executed the foregoing instrument and who
acknowledge before me that ~~before~~ they executed the same and are personally known
to me or have produced their drivers licenses as identification and who did/
~~did not~~ take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.



[Signature]
Name: RUSSELL HEINLE
Notary Public
Serial Number CC 282646
Commission Expires: 05/16/97

SEMINOLE CO. FL.

3079 1117

OFFICIAL RECORDS
BOOK
PAGE

10 PHASE (RUN, ENTER)



EXHIBIT "A"
LEGAL DESCRIPTION

Lot 4, TEE'N GREEN ESTATES, according to the plat thereof
as recorded in Plat Book 13, Page 43, of the Public Records
of Seminole County, Florida.

OFFICIAL RECORDS
BOOK PAGE
3079 1118
SEMINOLE CO. FL.



EXHIBIT "B"
SECOND MORTGAGE NOTE

COPY

AMOUNT: \$7,700.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of Seventy Seven Hundred and 00/100--(\$7,700.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street, Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of twenty (20) or thirty (30) years (if used in conjunction with FHA financing), beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven (check one) ten (10), twenty (20) or x thirty (30) years (as applicable) after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10), twenty (20) or thirty (30) years (as applicable) after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to ten(10) twenty (20) x thirty (30) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

(C:\FRESH\NLS\WTRAC)

Seminole County Homeownership Assistance Program

COPY



THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by and Return to:

Elaine L. Barlow, SHIP Program Coord.
Seminole County Chamber of Commerce
4590 South Highway 17-92
Casselberry, FL 32707

1. The sale, transfer or refinancing of the subject home and real property, within ten (10), twenty (20) or thirty (30) years (as applicable) of execution of this Note by maker or maker's successors.
2. Leasing or renting of the property within ten (10), twenty (20) or thirty (30) years of the date of execution of the Note and Second Mortgage.
3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
4. Failure to pay applicable property taxes on subject property and improvements.
5. Failure to maintain adequate hazard insurance on subject property and improvements.
6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

OFFICIAL RECORDS
BOOK PAGE
3079 1114

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

(C FINANCIAL INSTRUMENTS)

Seminole County Homeownership Assistance Program



Each person liable hereon whether maker or enforcer, hereby waives presentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

Print Name: RUSSELL HEINLE

Print Name: Phyllis A Ehrenreich

Print Name: LORI A. HOFFMAN
Witness

Print Name: _____

Print Name: _____

Print Name: _____

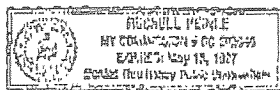
OFFICIAL RECORDS
BOOK PAGE
3079 1124
SEMINOLE CO. FL.

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 24th day of May, 1995, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared PHYLLIS A. EHRENRICH, A MARRIED WOMAN and _____ who executed the foregoing instrument and who acknowledge before me that ~~he/she/they~~ executed the same and are personally known to me or have produced valid drivers licenses as identification and who did/~~not~~ take an oath.

WITNESS my hand and official seal in the County and State aforesaid.

Name: RUSSELL HEINLE
Notary Public
Serial Number cc 282646
Commission Expires: 05/16/97



*** ESCROW FILE#: KT# 18782 RM/VSW & LAH ***
PAINTER -to- EHRENRICH

SEMINOLE COUNTY
HOME PROGRAM
HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

Applicant(s): Phyllis A. Ehrenreich

Property Address: 118 Up sala Drive

Sanford, Fl 32771

This Agreement is entered into this 6th day of March, 1996, by and between
Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street,
Sanford, Florida, 32771 (hereinafter "COUNTY") and
Phyllis A. Ehrenreich (hereinafter "HOMEBUYER").

WITNESSETH:

1. USE OF HOME FUNDS

WHEREAS, the COUNTY has received HOME funds appropriated by the National Affordable Housing Act of 1990, as amended, through the U.S. Department of Housing and Urban Development (hereinafter "HUD"), to be expended in accordance with HOME Investment Partnership Acts (42 U.S.C. 12701 et seq), as amended by the Housing and Community Development Act of 1992 and the Multifamily Property Disposition Reform Act of 1994; and

WHEREAS, the COUNTY has agreed to use HOME funds to assist qualified homebuyers with downpayment, closing costs, and/or interest rate buy-down assistance through its subrecipient organization hereby known as Greater Seminole County Chamber of Commerce and meet the requirements as set forth in 24 CFR Part 92 as amended or waived by HUD.

2. AFFORDABILITY

The property which is the subject of this Agreement shall remain affordable in accordance with COUNTY guidelines for a term as specified in a second mortgage note and deed which shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

3. REPAYMENTS

The COUNTY shall provide a Deferred Payment Loan in an amount up to \$7,700.00 at 0% until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

4. UNIFORM ADMINISTRATIVE REQUIREMENTS

Not applicable as the HOMEBUYER is not a subrecipient or state recipient.

5. PROJECT REQUIREMENT

The COUNTY and the HOMEBUYER agree to comply with HOME regulations as set forth in 24 CFR Part 92 Subpart F, as follows:

(a) The HOMEBUYER(s) have certified that the property shall be his/her/their principal residence and that, at the time of application and approval, his/her/their annual income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD, with adjustments for family size.

(b) The property is located within the geographical areas of Seminole County, Florida and has an after rehabilitation or construction appraised value equal to or less than ninety-five percent (95%) (90% when used with SHIP funds) of the median sales price of the area. The COUNTY through, Greater Seminole County Chamber of Commerce, has reviewed the household income and property value requirements in accordance with the HOME Program requirements and determined the project eligible for funding.

The HOMEBUYER shall maintain the property, including payment of property taxes and homeowners insurance, during the term of affordability.

Envsuqunthomepigm

60

RFP 232

02005

RECORD AND RETURN TO:
KAMPE TITLE AND GUARANTY CORPORATION
200 West First Street
Sanford, Florida 32771
TELEPHONE #: (407) 322-9484

6. HOUSING AND QUALITY STANDARDS

The property at the time of initial occupancy by the HOMEBUYER shall meet Section 8 Housing Quality Standards (HQS) and the local building codes and regulations of the COUNTY. The COUNTY has inspected the property and has determined the project eligible for funding.

7. OTHER PROGRAM REQUIREMENTS

The Homeowner shall comply with all applicable Federal laws and regulations as described in HUD guidelines at 24 CFR Part 92 Subpart H. The regulations are provided below. Applicable regulations are so noted.

- a) Equal opportunity and fair housing ☐ Applicable ☒ Not Applicable (one unit)
- b) Environmental review ☐ Applicable ☒ Not Applicable
- c) Displacement, relocation and acquisition
- ☐ Not Applicable (activity funded is downpayment, closing cost or interest rate buy-down assistance on a newly constructed unit; therefore no displacement, relocation and acquisition occurred pursuant to Federal rules).
- ☒ Applicable (Activity is downpayment, closing cost or interest rate buy-down assistance for the purchase of an existing unit. Appropriate notices have been issued. Certification has been provided/executed ensuring that property was not occupied by a tenant and that the owner has been voluntarily displaced by choice).
- d) Lead paint
- ☐ Applicable (Home built prior to 1978. Lead-based paint notice has been provided and unit evaluated for lead-based paint existence)
- ☐ Not Applicable (Unit built during or after 1978.)
- e) Conflict of Interest - no conflict found
- f) Disbarment and suspension - not applicable
- g) Flood Insurance
- h) Executive Order 12372 - not applicable.

8. AFFIRMATIVE MARKETING

Not applicable due to the nature of the activity (HOMEBUYER program).

9. CONDITIONS FOR RELIGIOUS ORGANIZATION

Not applicable due to the nature of the activity (HOMEBUYER program).

10. REQUESTS FOR DISBURSEMENT OF FUNDS

The HOMEBUYER agrees that the funds shall only be used to subsidize a private loan to lower the borrower's monthly housing costs (Principal, Interest, Taxes and Insurance (PITI)) and to pay closing costs and part of the downpayment amount, if necessary. The HOME funds shall be disbursed by the COUNTY at the time of loan closing.

Should rehabilitation be included in the HOME assistance, the HOMEBUYER agrees that any work performed by a contractor in accordance with this Agreement shall be performed pursuant to a written contract in the form required by the COUNTY. Further, the unit shall be inspected by the COUNTY for compliance with COUNTY housing and other local codes and regulations.

Ownership assistance funds shall not be disbursed prior to completion of work and acceptance of the same by the COUNTY.

1. REVERSION OF ASSETS

Not applicable as the homeowner is not a subrecipient.

2. RECORDS AND REPORTS

The COUNTY and HOMEBUYER shall complete all reports and maintain documentation, as applicable in accordance with 24 CFR Part 92 and Florida Statutes for a period of three (3) years from the end of the affordability term.

34 manualhomeprogram

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3/25/98

OFFICIAL RECORDS
BOOK PAGE
3079 1114
SEMINOLE CO. FL.

The COUNTY and HOMEBUYER shall complete all reports and maintain documentation, as applicable in accordance with 24 CFR Part 92 and Florida Statutes for a period of three (3) years from the end of the affordability term.

1. ENFORCEMENT OF THE AGREEMENT

The loan shall be evidenced by a Promissory Note and secured by a Mortgage on the property. Failure by the HOMEBUYER to comply with the terms of this Agreement and the loan documents shall be considered a default and appropriate legal action taken.

2. DURATION OF THE AGREEMENT

This Agreement shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies, or term period of ten (10) twenty (20) or thirty (30) years, as applicable.

3. OTHER PROVISIONS

Neither party hereto shall discriminate against any person or group of persons on account of race, sex, creed, color or national origin in the performance of this Agreement.

Nothing contained in this Agreement, or any act of the COUNTY or the HOMEBUYER shall be deemed or construed by any of the parties hereto, or third persons to create any relationship of third party beneficiary, principal or agent, limited or general partnership, joint venture or any association or relationship involving the COUNTY.

WITNESS

Mary Very Mantzaris
MARY VERY MANTZARIS

SEMINOLE COUNTY, FLORIDA

Ron H. Rabun
RON H. RABUN, County Manager

Date: 5/15/96

WITNESSES

Tracy Martin
TRACY MARTIN
James A. Montesi
JAMES A. MONTESE

HOMEBUYER

Phyllis A. Ehrenreich
PHYLLIS A. EHRENRICH
Date: 5/15/96

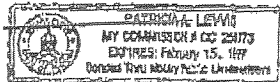
STATE OF Florida)
COUNTY OF Seminole)

The foregoing instrument was acknowledged before me this 6 day of March, 1996, by Phyllis A. Ehrenreich, who is personally known to me or who has produced Driver's License as identification.

Patricia A. Lewis
Print Name Patricia A. Lewis

Notary Public in and for the County and State Aforementioned.

My commission expires:



5/22/95

Fn:\mual\homsprgm

62

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
Seminole County Government
1101 East First Street
Sanford, FL 32771

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Second Mortgage (the "Mortgage") dated August 27, 1998, and recorded in Official Records Book 3500, Pages 0480 through and including 0484, Public Records of Seminole County, Florida, and a SHIP Second Mortgage Deferred Payment Promissory Note in the amount of Eight Thousand Eight Hundred Sixty-three and 63/100 Dollars (\$8,863.63) (the "Note"), dated August 27, 1998, and recorded in the Official Records Book 3500, Pages 0485 through and including 0487, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated August 19, 1998, recorded in Official Records Book 3500, pages 0488 through and including 0491, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 609 Casa Park Court D, Winter Springs, Florida 32708, the legal description and parcel identification for which are as follows:

LEG LOT 5 BLK 9 CASA PARK VILLAS PH 1 PB 29 PGS 34 &35
Public Records of Seminole County, Florida
(Parcel Identification No.: 07-21-31-5GY-0900-0050)

and also described in Exhibit "A" to the Mortgage as:
Lot 5, Block 9 CASA PARK VILLAS PHASE-1, according to
the Plat thereof as recorded in Plat Book 29, page 34-
35, of the Public Records of Seminole County, Florida.

(the "Property,") were made by Noemi Ortiz, a single person, the owner ("Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771.

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property before August 27, 2008; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owner has requested the mortgage to be satisfied on her house within the ten (10) year period but did maintain the Property as her residence for at least five (5) years from the date of the Mortgage and the Note, thus qualifying for forgiveness of the Mortgage and the Note under United States Department of Housing and Urban Development ("HUD") policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note;

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge satisfaction of said Mortgage, Note and Agreement.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage and Note and every part thereof and all terms and covenants of the Agreement and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ____ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
DARYL G. MCLAIN, Chairman


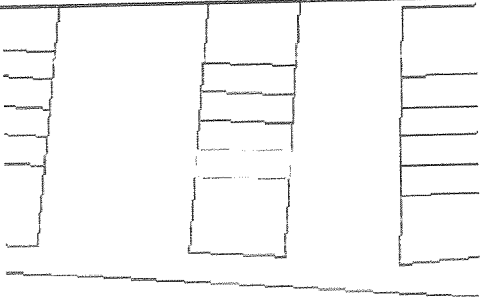
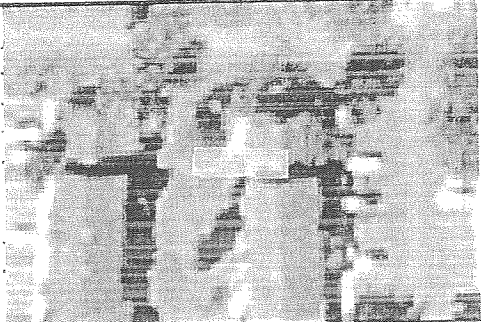
Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney
AS/lpk
12/9/03
Satisfaction of mortgage-ortiz

PARCEL DETAIL	REAL ESTATE	PERSONAL PROP.	TAX ROLL	SALES SEARCH	◀ ◁ Back ▷ ▶																																				
 <p>Seminole County Property Appraiser Services 1101 E. First St. Sanford, FL 32771 407-485-7500</p>																																									
<p align="center">GENERAL</p> <p>Parcel Id: 07-21-31-5GY-0900-0050 Tax District: W1-WINTER SPRINGS Owner: ORTIZ NOEMI Exemptions: 00-HOMESTEAD Address: 609 CASA PARK COURT D City,State,ZipCode: WINTER SPRINGS FL 32708 Property Address: 609 CASA PARK D CT Subdivision Name: CASA PARK VILLAS PH 1 Dor: 01-SINGLE FAMILY</p>				<p align="center">2004 WORKING VALUE SUMMARY</p> <p>Value Method: Market Number of Buildings: 1 Depreciated Bldg Value: \$55,280 Depreciated EXFT Value: \$0 Land Value (Market): \$12,000 Land Value Ag: \$0 Just/Market Value: \$67,280 Assessed Value (SOH): \$50,000 Exempt Value: \$25,000 Taxable Value: \$25,000</p>																																					
<p align="center">SALES</p> <table border="1"> <thead> <tr> <th>Deed</th> <th>Date</th> <th>Book</th> <th>Page</th> <th>Amount</th> <th>Vac/Imp</th> </tr> </thead> <tbody> <tr> <td>WARRANTY DEED</td> <td>08/1998</td> <td>03500</td> <td>0467</td> <td>\$53,200</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>09/1984</td> <td>01584</td> <td>0161</td> <td>\$55,000</td> <td>Improved</td> </tr> </tbody> </table> <p align="center">Find Comparable Sales within this Subdivision</p>				Deed	Date	Book	Page	Amount	Vac/Imp	WARRANTY DEED	08/1998	03500	0467	\$53,200	Improved	WARRANTY DEED	09/1984	01584	0161	\$55,000	Improved	<p align="center">2003 VALUE SUMMARY</p> <p>2003 Tax Bill Amount: \$451 2003 Taxable Value: \$23,828 DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS</p>																			
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<p align="center">LAND</p> <table border="1"> <thead> <tr> <th>Land Assess Method</th> <th>Frontage</th> <th>Depth</th> <th>Land Units</th> <th>Unit Price</th> <th>Land Value</th> </tr> </thead> <tbody> <tr> <td>LOT</td> <td>0</td> <td>0</td> <td>1.000</td> <td>12,000.00</td> <td>\$12,000</td> </tr> </tbody> </table>				Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value	LOT	0	0	1.000	12,000.00	\$12,000	<p align="center">LEGAL DESCRIPTION PLAT</p> <p>LEG LOT 5 BLK 9 CASA PARK VILLAS PH 1 PB 29 PGS 34 & 35</p>																									
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<p align="center">BUILDING INFORMATION</p> <table border="1"> <thead> <tr> <th>Bld Num</th> <th>Bld Type</th> <th>Year Bld</th> <th>Fixtures</th> <th>Gross SF</th> <th>Heated SF</th> <th>Ext Wall</th> <th>Bld Value</th> <th>Est. Cost New</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>SINGLE FAMILY</td> <td>1984</td> <td>8</td> <td>1,176</td> <td>1,156</td> <td>WD/STUCCO FINISH</td> <td>\$55,280</td> <td>\$59,762</td> </tr> <tr> <td colspan="3"></td> <td colspan="6">Appendage / Sqft UTILITY FINISHED / 20</td> </tr> <tr> <td colspan="3"></td> <td colspan="6">Appendage / Sqft UPPER STORY FINISHED / 578</td> </tr> </tbody> </table>						Bld Num	Bld Type	Year Bld	Fixtures	Gross SF	Heated SF	Ext Wall	Bld Value	Est. Cost New	1	SINGLE FAMILY	1984	8	1,176	1,156	WD/STUCCO FINISH	\$55,280	\$59,762				Appendage / Sqft UTILITY FINISHED / 20									Appendage / Sqft UPPER STORY FINISHED / 578					
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<p>NOTE: Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes. *** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.</p>																																									

BACK

PROPERTY APPRAISER
HOME PAGE

CONTACT

Seminole County Homeownership Assistance Program**Second Mortgage Deed**

THIS SECOND MORTGAGE DEED is hereby made and entered into, this 27th day of April, 1992, by and between Naomi Ortiz, a single person, hereinafter referred to as the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

(Whenever used herein the terms of "Mortgagor" and "Mortgagee" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$8,863.63), hereinafter described, the Mortgagor hereby grants, bargains, sells, alien, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the covenants, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is in lawfully seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whatsoever; and that said land is free land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 40.01(1) AND 199.16(1)(a) FLORIDA STATUTES

This instrument was prepared by Storcks
AFTER RECORDING RETURN TO:

FIRST SOUTHWESTERN TITLE CO.
100 East Bay Lake Rd., Ste 200
Orlando, Florida 32819
Tel 407-441-4700

SEMINOLE COUNTY
CLERK OF CIRCUIT COURT
3500 0480
262754
93 SEP 17 PM 2:40

SEMINOLE COUNTY
CLERK OF CIRCUIT COURT

SEMINOLE COUNTY
CLERK OF CIRCUIT COURT

ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee, the certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.


Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.


3500 0401
BOOK PAGE
SEPCO CO. FL.

Should the land remain owner-occupied and not be rented, leased or subleased for ten (10) years then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE/LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS IN LESS THAN TEN (10) YEARS. Mortgagor shall repay the loan amount of Eight Thousand Eight Hundred Sixty-Three dollars and 63/100 (\$8,863.63) to Mortgagee in full, less any available forgiveness as provided in the recapitulation provisions of the Federal regulations in effect at the time of default.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgagee.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.


 Print Name: Jack Luis


 Print Name: Noemi Ortiz
1020 S. 1st St. Branch
Oviedo FL 32765

Print Name: Sherry Harris

Print Name: _____

Print Name: Sherry Harris

Print Name: _____

Print Name: _____

Print Name: _____

SEMINOLE COUNTY, FL
 BOOK 11 PAGE
 1500 0487

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 27th day of August 2003, before me, as officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared Walter James Hamilton and Sherry Hamilton who executed the foregoing instrument (and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced a current driver's license as identification and who did not take an oath).

WITNESS my hand and official seal in the County and State last aforesaid.

Sherry Hamilton
Name:
Notary Public
Serial Number
Commission Expires:

OFFICIAL PUBLIC
BOOK PAGE
3500 0483
SEMINOLE CO. FL

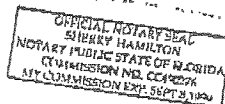


EXHIBIT A

LEGAL DESCRIPTION

Lot 3, BLOCK 3, CASA PARK VILLAS/PHASE--1, according to the
Platt thereof as recorded in Plat Book 29, page 34-35, of the
Public Records of Seminole County Florida

SEMINOLE COUNTY
3500 0481
SEMINOLE CO. FL

Seminole County Homeownership Assistance Program**EXHIBIT "B"**
SECOND MORTGAGE NOTEAMOUNT: \$8,863.63

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of Eight Thousand Eight Hundred Sixty-Three Dollars and 63/100 (\$8,863.63). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of ten (10) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven ten (10) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10) years after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to ten(10) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapitulation provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

ITEM #003
PAGE
0500 0485
SEMI-COUNTY

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.184(1)(d), FLORIDA STATUTES

This instrument was prepared by: **STOUTER & ASSOCIATES**
 AFTER RECORDING RETURN TO:
 FIRST SOUTHWESTERN TITLE CO., INC.
 1111 E. 6th St. Box 140, 8221 S.W. 11th St.
 Winter Springs, FL 32788
 407-496-0018
 FAX 407-496-0018

1. The sale, transfer or refinancing of the subject home and real property, within ten (10) years of execution of this Note, by maker or maker's successors.
2. Leasing or renting of the property within ten (10) years of the date of execution of the Note and Second Mortgage.
3. The destruction or abandonment of the home on the subject property by/ maker or maker's successors.
4. Failure to pay applicable property taxes on subject property and improvements.
5. Failure to maintain adequate hazard insurance on subject property and improvements.
6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

3500 0406
 SEMINOLE CO. FL
 AFTER RECORDING
 RETURN TO

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapitulation provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

3 of 3

Each person liable hereon whether maker or enforcer, hereby waives pertinent protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not; if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.

IN WITNESS WHEREOF, the said Mortgagor has hereto signed and sealed these presents the day and year first above written.

Shirley Hamilton
Print Name: Shirley Hamilton

Neomi Ortiz
Print Name: Neomi Ortiz

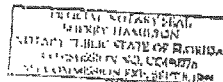
Print Name:

Print Name:

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 27th day of August, 1998
before me, an officer duly authorized in the State aforesaid and in the County aforesaid
to take acknowledgments, personally appeared NOEMI ORTIZ
and _____, who executed the foregoing instrument and who
acknowledge before me that he/she/they executed the same and are personally known
to me or have produced current drivers license as identification and who did/
did not take an oath.

WITNESS my hand and official seal in the County and State aforesaid.



Name: Shirley Hamilton
Notary Public
Serial Number
Commission Expires:

3 of 3

3500 0487
SEMINOLE CO. FL.
OFFICIAL RECORD PAGE

**SEMINOLE COUNTY
HOME PROGRAM
HOMEBUYER PROGRAM ASSISTANCE AGREEMENT**

Applicant(s): Norma Ortiz

Property Address: 809 Casa Park Court D, Winter Springs, FL 32708

This Agreement is entered into this 22nd day of June, 1993, by and between Seminole County, a political subdivision of the State of Florida, whose address is 101 East First Street, Sanford, Florida 32771; hereinafter "COUNTY"; and Norma Ortiz, a single person

(hereinafter "HOMEBUYER").

WITNESSETH:

1. USE OF HOME FUNDS

WHEREAS, the COUNTY has received HOME funds appropriated by the National Affordable Housing Act of 1990, as amended, through the U.S. Department of Housing and Urban Development (hereinafter "HUD"), to be expended in accordance with HOME Investment Partnership Act (42 U.S.C. 12701 et seq), as amended by the Housing and Community Development Act of 1992 and the Multifamily Property Disposition Reform Act of 1994; and

WHEREAS, the COUNTY has agreed to use HOME funds to assist qualified homebuyers with downpayment, closing costs, and/or interest rate buy-down assistance through its subrecipient organization hereby known as Greater Seminole County Chamber of Commerce and meet the requirements as set forth in 24 CFR Part 92 as amended or waived by HUD.

2. AFFORDABILITY

The property which is the subject of this Agreement shall remain affordable in accordance with COUNTY guidelines for a term as specified in a second mortgage note and deed which shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

3. REPAYMENTS

The COUNTY shall provide a Deferred Payment Loan in an amount up to \$8,853.63 at 0% until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

4. UNIFORM ADMINISTRATIVE REQUIREMENTS

Not applicable as the HOMEBUYER is not a subrecipient of state recipients.

5. PROJECT REQUIREMENT

The COUNTY and the HOMEBUYER agree to comply with HOME regulations as set forth in 24 CFR Part 92 Subpart F, as follows:

(a) The HOMEBUYER(s) have certified that the property shall be his/her/their principal residence and that, at the time of application and approval, his/her/their annual income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD, with adjustments for family size.

(b) The property is located within the geographical areas of Seminole County, Florida and has an after rehabilitation or construction appraised value equal to or less than ninety-five percent (95%) (90% when used with SHIP funds) of the median sales price of the area. The COUNTY through Greater Seminole County Chamber of Commerce, has reviewed the household income and property value requirements in accordance with the HOME Program requirements and determined the project eligible for funding.

File Number: Homebuyer

60

11/6/97

3500 0480
OFFICE RECEIVED
SEMINOLE COUNTY, FL.

2. RECORDS AND RETENTION

The COUNTY and HOMEBUYER shall complete all forms and maintain documentation as applicable in accordance with 24 CFR Part 92 and Florida Statutes for a period of three (3) years from the end of the affordability term.

3. ENFORCEMENT OF THE AGREEMENT

The loan shall be evidenced by a Promissory Note and secured by a mortgage on the property. Failure by the HOMEBUYER to comply with the terms of this Agreement and the loan documents shall be considered a default and appropriate legal action taken.

4. DURATION OF THE AGREEMENT

This Agreement shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies, or for a period of ten (10) years.

5. OTHER PROVISIONS

Neither party hereto shall discriminate against any person or group of persons on account of race, sex, creed, color or national origin in the performance of this Agreement.

Nothing contained in this Agreement, or any act of the COUNTY or the HOMEBUYER shall be deemed or construed by any of the parties hereto, or third persons to create any relationship of third party beneficiary, principal or agent, limited or general partnership, joint venture or any association or relationship involving the COUNTY.

WITNESS:

James A. Montesi
James A. Montesi

Gary E. Kaiser
Gary E. Kaiser

County Manager

Date: 8/15/98

WITNESSES AS TO HOMEBUYER(S):

Sandra Janney
Sandra Janney
James A. Montesi
James A. Montesi

HOMEBUYER

Norm Ortiz
31-0632-620-70-237-3
1/4 9/00

Date: 6-22-98

NOTARY AS TO HOMEBUYER(S):

SEMINOLE COUNTY, FLORIDA

STATE OF FLORIDA)

COUNTY OF Brevard)

Document Prepared By & Return To: (AFTER RECORDING)

FIRST SOUTHWESTERN TITLE CO. S. Gonzales

1965 Red Bug Lake Rd., #221

Winter Springs, FL 32788

407-695-0813

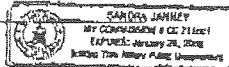
Fax: 407-695-0814

The foregoing instrument was acknowledged before me this 22 day of June, 1998, by Norm Ortiz, who is personally known to me or who has produced D.L.S. as identification.

Sandra Janney
Print Name Sandra Janney

Notary Public in and for the County and State Aforementioned.

My commission expires:



Printed Name/Signature

5/6/99

NOTICE OF CONTESTS

State of Florida

County of ~~San Diego~~

Permit No.

Tax Parcel Number 18-21-37-511-0A00-3420

The UNCLASSIFIED text may have notes that are not included with the text to provide
 foot property, and an accordance with Chapter 11, Florida Statutes, the following
 information is provided in this Notice of Commencement:

1. Description of Property and location of the property, and street address if applicable.
2357 Blossom W 000 OF
61-592 Tusk Lodge unit 5
4452- Pa 58-21

2. General description of improvement Pool Enclosure

2. Owner information: Brian Murphy

4. Name and address: J. S. Y. BLOOMING WOOD A.

466-4265

U. Interest in property *business*
v. Name and address of the estate holder (if other than owner)

A. Contractors Name and address: MURRAY J. M. 150 E. 2nd St. Chicago, Ill. 60601

4. Phone number: 0041 775 0005

Case number 725, 3578

5. Subject: Name and address

N A

4. Phone number () _____

ГЛАВА ПЯТАЯ

Q. Amount of bond \$ 100,000.00 UU

D. London Name and address ✓

115

8. Phone number: 123 456 7890

For title page ()

7. Persons within the State of Illinois designated by

documents may be used as provided by Section

ද. විශ්ව විද්‍යාලය

11/11/11

b. (Phone number) _____

For number ()

Q. (If applicable to this case, Owner designation
is subject to review of the court, which may remove it

To attach a copy of the Lessor's Notice as provided

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
Seminole County Government
1101 East First Street
Sanford, FL 32771

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Second Mortgage (the "Mortgage") dated March 31, 1998, and recorded in Official Records Book 3398, Pages 0045 through and including 0049, Public Records of Seminole County, Florida, and a SHIP Second Mortgage Deferred Payment Promissory Note in the amount of Ten Thousand and No/100 Dollars (\$10,000.00) (the "Note"), dated March 31, 1998, and recorded in the Official Records Book 3398, Pages 0050 through and including 0052, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated March 3, 1998, recorded in Official Records Book 3398, pages 0053 through and including 0055, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 904 South Elm Avenue, Sanford Florida 32771, the legal description and parcel identification for which are as follows:

LEG N 46 FT OF LOT 2 BLK 11 TR 7 TOWN OF SANFORD PB 1
PG 62
Public Records of Seminole County, Florida
(Parcel Identification No.: 25-19-30-5AG-1107-0020)

and also described in Exhibit "A" to the Mortgage as:
THE NORTH 46 FEET OF LOT 2, BLOCK 11, TIER 7, FLORIDA
LAND AND COLONIZATION COMPANY LIMITED, E.R. TRAFFORD'S
MAP OF THE TOWN OF SANFORD, according to the Plat
thereof as Recorded in Plat Book 1, Pages 56 through
64, Public Records of SEMINOLE County, Florida.

(the "Property,") were made by Henry Jones, a single person, the owner ("Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771.

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as his primary residence or dispose of the Property before March 31, 2008; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owner has requested the mortgage to be satisfied on his house within the ten (10) year period but did maintain the Property as his residence for at least five (5) years from the date of the Mortgage and the Note, thus qualifying for forgiveness of the Mortgage and the Note under United States Department of Housing and Urban Development ("HUD") policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note;

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge satisfaction of said Mortgage, Note and Agreement.

The Property, the Owner, his heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage and Note and every part thereof and all terms and covenants of the Agreement and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ____ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
DARYL G. MCLAIN, Chairman


Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney
AS/lpk
12/9/03
Satisfaction of mortgage-jones

PARCEL DETAIL	REAL ESTATE	PERMANENT PROP.	PATROL	RANGE SEARCH	Back																																				
 <p>Seminole County Property Appraiser Services 1101 W. First St. Sanford FL 32771 407-498-7500</p>																																									
GENERAL Parcel Id: 25-19-30-5AG-1107-0020 Tax District: S4-SANFORD 17-92 REDVDST Owner: JONES HENRY Exemptions: 00-HOMESTEAD Address: 904 S ELM AVE City,State,ZipCode: SANFORD FL 32771 Property Address: 904 ELM AVE SANFORD 32771 Subdivision Name: SANFORD TOWN OF Dor: 01-SINGLE FAMILY			2004 WORKING VALUE SUMMARY Value Method: Market Number of Buildings: 1 Depreciated Bldg Value: \$38,246 Depreciated EXFT Value: \$320 Land Value (Market): \$12,190 Land Value Ag: \$0 Just/Market Value: \$50,756 Assessed Value (SOH): \$41,670 Exempt Value: \$25,000 Taxable Value: \$16,670																																						
SALES <table border="1"> <thead> <tr> <th>Deed</th> <th>Date</th> <th>Book</th> <th>Page</th> <th>Amount</th> <th>Vac/Imp</th> </tr> </thead> <tbody> <tr> <td>WARRANTY DEED</td> <td>03/1998</td> <td>03398</td> <td>0036</td> <td>\$44,000</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>04/1992</td> <td>02411</td> <td>0839</td> <td>\$100</td> <td>Improved</td> </tr> </tbody> </table> Find Comparable Sales within this Subdivision			Deed	Date	Book	Page	Amount	Vac/Imp	WARRANTY DEED	03/1998	03398	0036	\$44,000	Improved	WARRANTY DEED	04/1992	02411	0839	\$100	Improved	2003 VALUE SUMMARY 2003 Tax Bill Amount: \$249 2003 Taxable Value: \$15,693 DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS																				
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NOTE: Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes. *** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.																																									

BACK

PROPERTY APPRAISER
HOME PAGE

CONTACT

KT 42593 RH/VSW RETURN TO: RUSSELL HEINLE, OF
KAMPF TITLE AND GUARANTY CORPORATION
200 West First Street, Sanford, Florida 32771
(407) 322-9484

457.05 Seminole County Homeownership Assistance Program

Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the
31st day of March, 1998 by and between Henry Jones, a single
person, hereinafter referred to the "Mortgagor" and Seminole County, a political
subdivision of the State of Florida, whose address is 1101 East First Street, Sanford,
Florida 32771, hereinafter referred to as the "Mortgagee."

(Whenever used herein the terms of "Mortgagor" and "Mortgagee"
include all parties to this instrument, the heirs, legal representatives
and assigns of individuals and the successors and assigns of
corporations; and the term "note" include in all the notes herein
described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in
consideration of the aggregate sum named in the Second Mortgage Note of even date
herewith (\$10,000.00), hereinafter described, the Mortgagor hereby grants, bargains,
sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of
which the Mortgagor is now seized and in possession situated in Seminole County,
Florida. viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments
and appurtenances thereto belonging, and the rents, issues and profits thereof, unto
the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly
seized of said land in fee simple; that the Mortgagor has good right and lawful authority
to convey said land as aforesaid; that the Mortgagor will make such further assurances
to perfect the fee simple title to said land in the Mortgagee as may reasonably be
required; that the Mortgagor hereby full warrants the title to said land and will defend
the same against the lawful claims of all persons whomsoever; and that said land is free
land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY
AND IS EXEMPT FROM PAYMENT OF INTANGIBLE
PERSONAL PROPERTY TAX AND DOCUMENTARY
STAMP EXCISE TAX ON DOCUMENTS PURSUANT
TO SECTIONS 420.513(1) AND 199.185(1)(d),
FLORIDA STATUTES

This instrument was prepared by:
AFTER RECORDING RETURN TO:
S.H.I.P. HOMEOWNER ASSISTANCE
PROGRAM - ATTN: SHARON SILE
4300 S. HWY 17-92
CASSELBERRY, FL 32707

1 of 5

OFFICIAL RECORDS
BOOK
3165
999 0045
SEMINOLE CO FL

MORTGAGE NOTES
BOOK OF DEEDS
SEMINOLE COUNTY

182975

1998 APR -2 AM 13:02

RECORDED & VERIFIED

7/29/97
notemg.doc

ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

Should the land remain owner-occupied and not be rented, leased or subleased for ten (10) years then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS IN LESS THAN TEN (10) YEARS. Mortgagor shall repay the loan amount of Thousand dollars and 00/100 (\$10,000.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

OFFICIAL RECORDS
BOOK PAGE
3398 0047
SEMINOLE CO. FL

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgagee.

IN WITNESS WHEREOF, the said Mortgagor has here unto signed and sealed these presents the day and year first above written.
WITNESSES:

Print Name: RUSSELL HEINLE

Print Name: Henry Jones
904 Elm Avenue
Sanford, FL 32771

Print Name: VIVIAN S. WHEELER

Print Name:

Print Name:

Print Name:

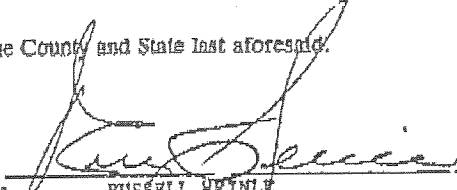
Print Name:

Print Name:

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 31st day of March, 1998
before me, an officer duly authorized in the State aforesaid and in the County aforesaid
to take acknowledgments, personally appeared Henry Jones, a single person
and _____, who executed the foregoing instrument and who
acknowledge before me that he/she/they executed the same and are personally known
to me or have produced DRIVER'S LICENSE as identification and who did
did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.


Name: RUSSELL HEINLE
Notary Public
Serial Number 00617617
Commission Expires: 05/16/2001



RUSSELL HEINLE
MY COMMISSION # 00617617 EXPIRES
MAY 16, 2001
BOOKED BY: 1701 RAN BUREAU, INC.

3398 0048
OFFICIAL RECORDS
BOOK PAGE
SEMINOLE CO. FL

OFFICIAL RECORDS
BOOK
PAGE
3398 0049
SEMINOLE CO. FL

EXHIBIT "A"
LEGAL DESCRIPTION

THE NORTH 46 FEET OF LOT 2, BLOCK 11, TIER 7, FLORIDA LAND AND
COLONIZATION COMPANY LIMITED, E. R. TRAFFORD'S MAP OF THE TOWN
OF SANFORD, according to the Plat thereof as Recorded in Plat
Book 1, Pages 56 through 64, Public Records of SEMINOLE County,
Florida.

5 of 5

7/29/97
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Seminole County Homeownership Assistance Program

EXHIBIT "B"
SECOND MORTGAGE NOTE

AMOUNT: \$10,000.00

COPY

SEMINOLE CO. FL

3398 0050

OFFICIAL RECORDS
BOOK PAGE

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of Ten Thousand Dollars and 00/100 (\$10,000.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of ten (10) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven ten (10) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10) years after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to ten(10) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:
ACTEL RECORDING RETURN TO:
4.H.I.P. HOMEBUYER ASSISTANCE
PROGRAM - ATTN: SHARON BELF
4400 S. US HWY 1
CASSELBERRY, FL 32707

OFFICIAL RECORDS
BOOK
3293 0051
SEMINOLE CO. FL

1. The sale, transfer or refinancing of the subject home and real property, within ten (10) years of execution of this Note, by maker or maker's successors.
2. Leasing or renting of the property within ten (10) years of the date of execution of the Note and Second Mortgage.
3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
4. Failure to pay applicable property taxes on subject property and improvements.
5. Failure to maintain adequate hazard insurance on subject property and improvements.
6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

COPY

Each person liable hereon whether maker or enforear, hereby waives presentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

WITNESSES:

Print Name: RUSSELL HEINLE

Print Name: Henry Jones
904 Elm Avenue
Sarasota, Florida 34231

Print Name: VIVIAN S. WHEELER

Print Name:

Print Name:

Print Name:

Print Name:

Print Name:

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 31st day of March, 1998, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared HENRY JONES, A SINGLE PERSON and _____, who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced DRIVER'S LICENSE as identification and who did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.



Russell Heinle
MY COMMISSION EXPIRES
May 16, 2001
DO NOT PRINT NAME OR SIGNATURE, PER

Name: RUSSELL HEINLE
Notary Public
Serial Number: CE617617
Commission Expires: 05/16/2001

SEMINOLE COUNTY
HOME PROGRAM
HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

Applicant(s): Henry Jones

Property Address: 904 Elm Avenue, Sanford, FL 32771

This Agreement is entered into this 3rd day of March, 1998 by and between Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida, 32771 (hereinafter "COUNTY") and Henry Jones, a single person,

(hereinafter "HOMEBUYER").

WITNESSETH:

1. USE OF HOME FUNDS

WHEREAS, the COUNTY has received HOME funds appropriated by the National Affordable Housing Act of 1990, as amended, through the U.S. Department of Housing and Urban Development (hereinafter "HUD"), to be expended in accordance with HOME Investment Partnership Acts (42 U.S.C. 12701 et seq), as amended by the Housing and Community Development Act of 1992 and the Multifamily Property Disposition Reform Act of 1994; and

WHEREAS, the COUNTY has agreed to use HOME funds to assist qualified homebuyers with downpayment, closing costs, and/or interest rate buy-down assistance through its subrecipient organization hereby known as Greater Seminole County Chamber of Commerce and meet the requirements as set forth in 24 CFR Part 92 as amended or waived by HUD,

2. AFFORDABILITY

The property which is the subject of this Agreement shall remain affordable in accordance with COUNTY guidelines for a term as specified in a second mortgage note and deed which shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

3. REPAYMENTS

The COUNTY shall provide a Deferred Payment Loan in an amount up to 10,000.00 at 0% until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

4. UNIFORM ADMINISTRATIVE REQUIREMENTS

Not applicable as the HOMEBUYER is not a subrecipient or state recipient.

5. PROJECT REQUIREMENT

The COUNTY and the HOMEBUYER agree to comply with HOME regulations as set forth in 24 CFR Part 92 Subpart F, as follows:

(a) The HOMEBUYER(s) have certified that the property shall be his/her/their principal residence and that, at the time of application and approval, his/her/their annual income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD, with adjustments for family size.

(b) The property is located within the geographical area of Seminole County, Florida and has an after rehabilitation or construction appraised value equal to or less than ninety-five percent (95%) (90% when used with SHIP funds) of the median sales price of the area. The COUNTY through, Greater Seminole County Chamber of Commerce, has reviewed the household income and property value requirements in accordance with the HOME Program requirements and determined the project eligible for funding.

Printname@homeprogram

60

8/1/97

SEMINOLE CO. FL
3399 0053
OFFICIAL RECORDS
BOOK

The HOMEBUYER shall maintain the property, including payment of property taxes and homeowners insurance, during the term of the loan.

6. HOUSING AND QUALITY STANDARDS

The property at the time of initial occupancy by the HOMEBUYER shall meet Section 8 Housing Quality Standards (HQS) and the local building codes and regulations of the COUNTY. The COUNTY has inspected the property and has determined the project eligible for funding.

7. OTHER PROGRAM REQUIREMENTS

The Homeowner shall comply with all applicable Federal laws and regulations as described in HUD guidelines at 24 CFR Part 92 Subpart H. The regulations are provided below. Applicable regulations are so noted.

- | | | |
|---|-------------------------------------|---|
| a) Equal opportunity and fair housing | <input type="checkbox"/> Applicable | <input checked="" type="checkbox"/> Not Applicable (one unit) |
| b) Environmental review | <input type="checkbox"/> Applicable | <input checked="" type="checkbox"/> Not Applicable |
| c) Displacement, relocation and acquisition | | |

☐ Not Applicable (activity funded is downpayment, closing cost or interest rate buy-down assistance on a newly constructed unit; therefore no displacement, relocation and acquisition occurred pursuant to Federal rules).

☒ Applicable (Activity is downpayment, closing cost or interest rate buy-down assistance for the purchase of an existing unit. Appropriate notices have been issued. Certification has been provided/executed ensuring that property was not occupied by a tenant and that the owner has been voluntarily displaced by choice).

d) Lead paint

☒ Applicable (Home built prior to 1978. Lead-based paint notice has been provided and unit evaluated for lead-based paint existence.)

☐ Not Applicable (Unit built during or after 1978.)

e) Conflict of interest - no conflict found

f) Disbarment and suspension - not applicable

g) Flood insurance

h) Executive Order 12372 - not applicable.

8. AFFIRMATIVE MARKETING

Not applicable due to the nature of the activity (HOMEBUYER program).

9. CONDITIONS FOR RELIGIOUS ORGANIZATION

Not applicable due to the nature of the activity (HOMEBUYER program).

10. REQUESTS FOR DISBURSEMENT OF FUNDS

The HOMEBUYER agrees that the funds shall only be used to subsidize a private loan to lower the borrower's monthly housing costs (Principal, Interest, Taxes and Insurance (PITI)) and to pay closing costs and part of the downpayment amount, if necessary. The HOME funds shall be disbursed by the COUNTY at the time of loan closing.

Should rehabilitation be included in the HOME assistance, the HOMEBUYER agrees that any work performed by a contractor in accordance with this Agreement shall be performed pursuant to a written contract in the form required by the COUNTY. Further, the unit shall be inspected by the COUNTY for compliance with COUNTY housing and other local codes and regulations.

Ownership assistance funds shall not be disbursed prior to completion of work and acceptance of the same by the COUNTY.

1. REVERSION OF ASSETS

Not applicable as the homeowner is not a subrecipient.

2299 0054
SEMINOLE CO. FL.
OFFICIAL RECORDS
BOOK 2299

2. RECORDS AND REPORTS

The COUNTY and HOMEBUYER shall complete all reports and maintain documentation, as applicable in accordance with 24 CFR Part 92 and Florida Statutes for a period of three (3) years from the end of the affordability term.

3. ENFORCEMENT OF THE AGREEMENT

The loan shall be evidenced by a Promissory Note and secured by a Mortgage on the property. Failure by the HOMEBUYER to comply with the terms of this Agreement and the loan documents shall be considered a default and appropriate legal action taken.

4. DURATION OF THE AGREEMENT

This Agreement shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies, or for a period of ten (10) years.

5. OTHER PROVISIONS

Neither party hereto shall discriminate against any person or group of persons on account of race, sex, creed, color or national origin in the performance of this Agreement.

Nothing contained in this Agreement, or any act of the COUNTY or the HOMEBUYER shall be deemed or construed by any of the parties hereto, or third persons to create any relationship of third party beneficiary, principal or agent, limited or general partnership, joint venture or any association or relationship involving the COUNTY.

WITNESS:

Mary Maritzaris

MARY MARITZARIS
WITNESSES AS TO HOMEBUYER(S):

Wilson Gordon, Jr.

Patrick M. Handy

PATRICK M. HANDY

NOTARY AS TO HOMEBUYER(S):
SEMINOLE COUNTY, FLORIDA

STATE OF FLORIDA)
COUNTY OF SEMINOLE ()

The foregoing instrument was acknowledged before me this 3 day of MARCH, 1998, by HENRY JONES, who is personally known to me or who has produced SRD as identification.

Wilson Gordon, Jr.

Print Name WILSON GORDON, JR.

Notary Public in and for the County and State Aforementioned.

My commission expires: JUNE 3 2000

Print Name/Address

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8/4/97

OFFICIAL RECORDS
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3398 0055
SEMINOLE CO. FL

GARY E. KAISER County Manager

Date: 3/19/98

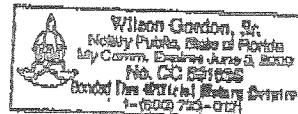
HOMEBUYER

Henry Jones
HENRY JONES

Date: 3-3-98

Document Prepared By & Return To: (AFTER RECORDING)

S.H.I.P. Home Ownership Assistance Program
c/o The Greater Seminole County
Chamber of Commerce
4600 South Highway 17-82
Casselberry, FL 32707



This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
Seminole County Government
1101 East First Street
Sanford, FL 32771

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Second Mortgage (the "Mortgage") dated March 14, 1996, and recorded in Official Records Book 3047, Pages 1252 through and including 1256, Public Records of Seminole County, Florida, and a SHIP Second Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND ONE HUNDRED FIFTY-ONE AND NO/100 DOLLARS (\$3,151.00) (the "Note"), dated March 14, 1996, and recorded in the Official Records Book 3047, Pages 1257 through and including 1259, Public Records of Seminole County, Florida, which encumbered the property located at 2618 Marshall Avenue, Sanford, Florida 32773, the legal description and parcel identification for which are as follows:

LEG LOT 13 BLK 29 DREAMWOLD PB 4 PG 99
(Parcel Identification: 01-20-30-504-2900-0130)

and also described in Exhibit "A" to the Mortgage as Lot 13, Block 29, 4th Section Dreamwold, according to the plat thereof recorded in Plat Book 4, Page 99, Public Records of Seminole County, Florida.

(the "Property,") were made by Juanita D. Williams, a single person and Lynn Williams, Sr. a single person, the owners ("Owners") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771.

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as their primary residence or dispose of the Property before March 14, 2026; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owners have refinanced their house within the thirty (30) year period but did maintain the Property as their residence for at least five (5) years from the date of the Mortgage and the Note, thus qualifying for forgiveness of the Mortgage and the Note under United States Department of Housing and Urban Development ("HUD") policies; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage and Note;

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge satisfaction of said Mortgage and Note.

The Property, the Owner, their heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage and Note and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ____ day of January, 2004.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
DARYL G. MCLAIN, Chairman

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

As authorized for execution by
the Board of County Commis-
sioners at their regular
Meeting of _____, 2004.

County Attorney

NOV. 17, 2003

6:39PM

OLD REPUBLIC TITLE

NO. 835

P. 1/16

Melissa - 8 pages to each Mtg

OFFICIAL RECORDS
BOOK PAGE

Seminole County Homeownership Assistance Program

SEMINOLE CO. FL.



Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the 14TH day of March 1996 by and between Juanita D. Williams, a single person and Lynn Williams Sr, a single person hereinafter referred to the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

(Whenever used herein the terms of "Mortgagor" and "Mortgagee" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations, and the term "note" include in all the notes herein described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$ 3,151.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, alien, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:
Sunbelt Title Agency
Cannie Ball Byers
240 Crown Oak Centre Drive
Longwood, FL 32750

RETURN TO: LW7984BW
SUNBELT TITLE AGENCY
240 Crown Oak Centre Drive
Longwood, Florida 32750

MARYANNE HORSE
CLERK OF CIRCUIT COURT

819691

SEMINOLE COUNTY
RECORDED & VERIFIED
96 MAR 20 PM 1:32

NOV. 17, 2003

6:39PM

OLD REPUBLIC TITLE

NO. 835

P. 2/16

RECORDING PAGE

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Seminole County Homeownership Assistance Program SEMINOLE CO. FL.

ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Note hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either, to pay all and singular the taxes, assess. 'nts, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, or permit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either, to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains

NOV. 17. 2003

6:39PM

OLD REPUBLIC TITLE

NO. 835

P. 3/16

OFFICIAL RECORDS
BOOK PAGE

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Seminole County Homeownership Assistance Program

SEMINOLE CO. FL

occupied by the Mortgagor, and said land is not sold, leased, rented or subleased. Should the land remain owner-occupied and not be rented, leased or subleased for (check applicable) _____ five (5) years, _____ twenty (20) years or X thirty (30) years (if used in conjunction with FHA financing), then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS LESS THAN _____ FIVE (5) YEARS, _____ TWENTY (20) YEARS OR X THIRTY (30) YEARS AFTER EXECUTION OF THIS INSTRUMENT. Mortgagor shall repay the loan amount of Three Thousand One Hundred Fifty dollars (\$ 3,151.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgagee.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

Connie Ball Byers

Print Name: Connie Ball Byers

Rhonda K. Hedden

Print Name: Rhonda K. Hedden

Print Name: _____

Print Name: _____

Juanita D. Williams

Print Name: Juanita D. Williams

Lynn Williams Sr

Print Name: Lynn Williams Sr
2618 Marshall Ave Sanford FL 32773

NOV.17.2003 6:39PM OLD REPUBLIC TITLE

NO.835 P.4/16

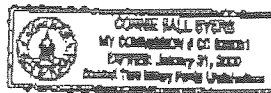
OFFICIAL RECORDS
BOOK PAGE

2017 1255

Seminole County Homeownership Assistance Program CO. FL.STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 14TH day of MARCH, 1996
before me, an officer duly authorized in the State aforesaid and in the County aforesaid
to take acknowledgments, personally appeared JUANITA D. WILLIAMS, A SINGLE PERSON
and Lynn Williams Sr., A Single, who executed the foregoing instrument and who
acknowledge before me that he/she/they executed the same and are personally known
to me or have produced DRIVERS LICENSE as identification and who did/
did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

Name: CONNIE BALL BYERS
Notary Public
Serial Number
Commission Expires:

NOV. 17, 2003

6:39PM

OLD REPUBLIC TITLE

NO. 835

P. 5/16

OFFICIAL RECORDS
BOOK PAGE

2017

1256

Seminole County Homeownership Assistance Program CO. FL.

EXHIBIT "A"

LEGAL DESCRIPTION

Lot 13, Block 29, 4th Section Dreamwold, according to the plat thereof
recorded in Plat Book 4, Page 79, Public Records of Seminole
County, Florida.

Prepared by:
Elsie L. Barlow/S.H.I.P./HOME Downpayment Assistance Coord.
c/o Greater Seminole County Chamber of Commerce
4560 South Highway 17-92
Casselberry, FL 32707

NOV. 17. 2003

6:39PM

OLD REPUBLIC TITLE

NO. 835

P. 6/16

Seminole County Homeownership Assistance Program**EXHIBIT "B"
SECOND MORTGAGE NOTE**

AMOUNT: \$3,151.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of Three Thousand One Hundred Fifty One (\$3,151.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street, Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of twenty (20) or thirty (30) years (if used in conjunction with FHA financing), beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven (check one) five (5), twenty (20) or X thirty (30) years (as applicable) after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least five (5), twenty (20) or thirty (30) years (as applicable) after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to five (5) twenty (20) X thirty (30) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

OFFICIAL RECORDS
BOOK
PAGE

SEMINOLE CO.

2047 1257



Santa Cruz County Hazardous Materials Program

THIS MORTGAGE IS GIVEN TO SEMINOLE
COUNTY AND IS EXEMPT FROM PAYMENT
OF INTANGIBLE PERSONAL PROPERTY
TAX AND DOCUMENTARY STAMP EXCISE
TAX ON DOCUMENTS PURSUANT TO
SECTIONS 420.513(1) AND 199.165(1)(d),
FLORIDA STATUTES

This instrument was prepared by:

CO. E. CO.

OFFICIAL RECORDS
BOOK PAGE

1. The sale, transfer or refinancing of the subject home and real property, within five (5), twenty (20) or thirty (30) years (as applicable) of execution of this Note by maker or maker's successors.
2. Leasing or renting of the property within five (5), twenty (20) or thirty (30) years of the date of execution of the Note and Second Mortgage.
3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
4. Failure to pay applicable property taxes on subject property and improvements.
5. Failure to maintain adequate hazard insurance on subject property and improvements.
6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

NOV. 17. 2003

6:40PM

OLD REPUBLIC TITLE

NO. 635

P. 8/16

Seminole County Homeownership Assistance Program

Each person liable hereon whether maker or enforcer, hereby waives presentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

Connie Ball Byers

Print Name: Connie Ball Byers

Rhonda K Hedden

Print Name: Rhonda K Hedden

Print Name: _____

Print Name: _____

Juanita D. Williams

Print Name: Juanita D. Williams

Lynn Williams Sr

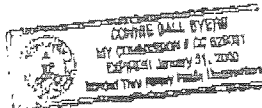
Print Name: Lynn Williams Sr

2618 Marshall Ave Sanford FL 32773

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 14th day of March, 1999, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Juanita D. Williams and Lynn Williams, SR, who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced driver license as identification and who did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.



Name: CONNIE BALL BYERS

Notary Public

Serial Number

Commission Expires.


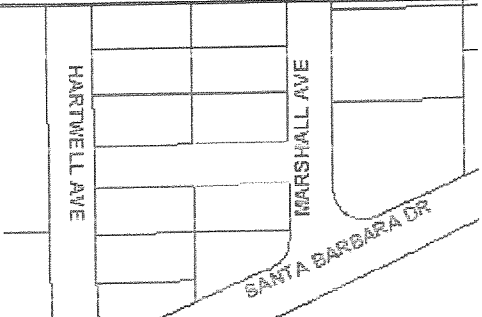

SEMINOLE
COUNTY
FL
1259

2/17

OFFICIAL RECORDS
BOOK
PAGE

Prepared by:
Erlene L. Badow/S.H.P./HOME Downpayment Assistance Coord.
c/o Greater Seminole County Chamber of Commerce
4590 South Highway 17-92
Gainesville, FL 32607

© 1999 Old Republic Title

PARCEL DETAIL	REAL ESTATE	PERSONAL PROP.	TAX ROLL	SALES SEARCH	◀ ◁ Back ▷ ▶																																														
 <p>Seminole County Property Appraiser Services 1101 E. First St. Sanford FL 32771 407-465-7506</p>																																																			
<p align="center">GENERAL</p> <p>Parcel Id: 01-20-30-504-2900-0130 Tax District: S1-SANFORD Owner: WILLIAMS JUANITA D & Exemptions: 00-HOMESTEAD Own/Addr: WILLIAMS LYNN SR Address: 2618 S MARSHALL AVE City,State,ZipCode: SANFORD FL 32773 Property Address: 2618 MARSHALL AVE SANFORD 32771 Subdivision Name: DREAMWOLD AND Dor: 01-SINGLE FAMILY</p>				<p align="center">2004 WORKING VALUE SUMMARY</p> <table> <tr><td>Value Method:</td><td>Market</td></tr> <tr><td>Number of Buildings:</td><td>1</td></tr> <tr><td>Depreciated Bldg Value:</td><td>\$48,963</td></tr> <tr><td>Depreciated EXFT Value:</td><td>\$490</td></tr> <tr><td>Land Value (Market):</td><td>\$8,280</td></tr> <tr><td>Land Value Ag:</td><td>\$0</td></tr> <tr><td>Just/Market Value:</td><td>\$57,733</td></tr> <tr><td>Assessed Value (SOH):</td><td>\$49,508</td></tr> <tr><td>Exempt Value:</td><td>\$25,000</td></tr> <tr><td>Taxable Value:</td><td>\$24,508</td></tr> </table>		Value Method:	Market	Number of Buildings:	1	Depreciated Bldg Value:	\$48,963	Depreciated EXFT Value:	\$490	Land Value (Market):	\$8,280	Land Value Ag:	\$0	Just/Market Value:	\$57,733	Assessed Value (SOH):	\$49,508	Exempt Value:	\$25,000	Taxable Value:	\$24,508																										
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<p>NOTE: Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes. *** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.</p>																																																			

BACK

PROPERTY APPRAISER
HOME PAGE

CONTACT

This instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
Seminole County Government
1101 East First Street
Sanford, FL 32771

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Second Mortgage (the "Mortgage") dated April 2, 1998, and recorded in Official Records Book 3401, Pages 0698 through and including 0702, Public Records of Seminole County, Florida, and a SHIP Second Mortgage Deferred Payment Promissory Note in the amount of Ten Thousand and No/100 Dollars (\$10,000.00) (the "Note"), dated April 2, 1998, and recorded in the Official Records Book 3401, Pages 0704 through and including 0707, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated March 10, 1998, recorded in Official Records Book 3401, pages 0708 through and including 0710, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 912 Gee Creek Lane, Casselberry, Florida 32707, the legal description and parcel identification for which are as follows:

LEG LOT 6 BLK I REPLAT LOT 1 BLK G & LOT 6 REPLAT BLKS
A & I SEMINOLE SITES PB 20 PG 59
Public Records of Seminole County, Florida
(Parcel Identification No.: 04-21-30-515-0I00-0060)

and also described in Exhibit "A" to the Mortgage as:
LOT 6 BLK I REPLAT LOT 1 BLK G & LOT 6 IN THE REPLAT
OF BLOCK A and I SEMINOLE SITES, ACCORDING TO THE PLAT
RECORDED IN PLAT BOOK 20, PAGES 59, AS RECORDED IN THE
PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; SAID LAND
SITUATE, LYING AND BEING IN SEMINOLE COUNTY, FLORIDA.

(the "Property,") were made by Albert D. & Angela Welborn, Jr., husband and wife, the owners ("Owners") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771.

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owners transfer title, sell or in any manner cease to occupy the Property as their primary residence or dispose of the Property before April 2, 2008; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owners have requested the mortgage to be satisfied on their house within the ten (10) year period but did maintain the Property as their residence for at least five (5) years from the date of the Mortgage and the Note, thus qualifying for forgiveness of the Mortgage and the Note under United States Department of Housing and Urban Development ("HUD") policies; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage and Note;

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge satisfaction of said Mortgage, Note and Agreement.

The Property, the Owners, their heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage and Note and every part thereof and all terms and covenants of the Agreement and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ____ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
DARYL G. MCLAIN, Chairman


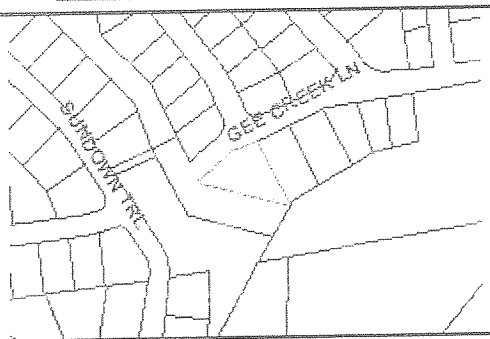
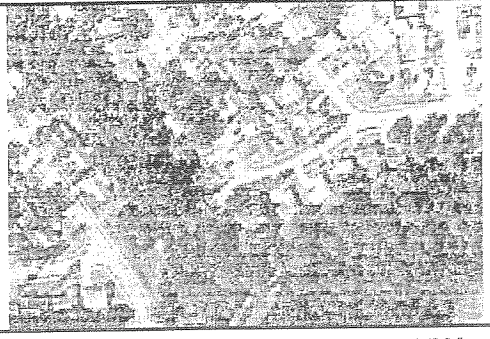
Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney
AS/lpk
12/9/03
Satisfaction of mortgage-welborn

PARCEL DETAIL		REAR STREET PERSONAL PROPERTY TAX MAP AERIAL PHOTO		Back Next																																											
 <p>Seminole County Property Appraiser Services 1001 E. First St. Sanford FL 32771 407-665-7506</p>																																															
<p align="center">GENERAL</p> <p>Parcel Id: 04-21-30-515-0100-0060 Tax District: C1-CASSELBERRY</p> <p>Owner: WELBORN ALBERT D & ANGELA Exemptions: 00-HOMESTEAD</p> <p>Address: 912 GEE CREEK LN</p> <p>City,State,ZipCode: CASSELBERRY FL 32707</p> <p>Property Address: 912 GEE CREEK LN CASSELBERRY 32707</p> <p>Subdivision Name: SEMINOLE SITESREPLAT LOT 1 BLK G & LOT 6 REPLAT BLKS A & I</p> <p>Dor: 01-SINGLE FAMILY</p>				<p align="center">2004 WORKING VALUE SUMMARY</p> <p>Value Method: Market</p> <p>Number of Buildings: 1</p> <p>Depreciated Bldg Value: \$57,554</p> <p>Depreciated EXFT Value: \$2,566</p> <p>Land Value (Market): \$11,250</p> <p>Land Value Ag: \$0</p> <p>Just/Market Value: \$71,370</p> <p>Assessed Value (SOH): \$61,479</p> <p>Exempt Value: \$25,000</p> <p>Taxable Value: \$36,479</p>																																											
<p align="center">SALES</p> <table border="1"> <thead> <tr> <th>Deed</th> <th>Date</th> <th>Book</th> <th>Page</th> <th>Amount</th> <th>Vac/Imp</th> </tr> </thead> <tbody> <tr> <td>WARRANTY DEED</td> <td>04/1998</td> <td>03401</td> <td>0690</td> <td>\$73,000</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>11/1995</td> <td>03002</td> <td>0831</td> <td>\$66,000</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>10/1986</td> <td>01783</td> <td>0543</td> <td>\$61,000</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>08/1983</td> <td>01479</td> <td>0029</td> <td>\$55,000</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>07/1981</td> <td>01348</td> <td>0505</td> <td>\$36,000</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>06/1979</td> <td>01228</td> <td>0808</td> <td>\$42,000</td> <td>Improved</td> </tr> </tbody> </table> <p>Find Comparable Sales within this Subdivision</p>				Deed	Date	Book	Page	Amount	Vac/Imp	WARRANTY DEED	04/1998	03401	0690	\$73,000	Improved	WARRANTY DEED	11/1995	03002	0831	\$66,000	Improved	WARRANTY DEED	10/1986	01783	0543	\$61,000	Improved	WARRANTY DEED	08/1983	01479	0029	\$55,000	Improved	WARRANTY DEED	07/1981	01348	0505	\$36,000	Improved	WARRANTY DEED	06/1979	01228	0808	\$42,000	Improved	<p align="center">2003 VALUE SUMMARY</p> <p>2003 Tax Bill Amount: \$679</p> <p>2003 Taxable Value: \$35,038</p> <p>DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS</p>	
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WARRANTY DEED	06/1979	01228	0808	\$42,000	Improved																																										
<p align="center">LAND</p> <table border="1"> <thead> <tr> <th>Land Assess Method</th> <th>Frontage</th> <th>Depth</th> <th>Land Units</th> <th>Unit Price</th> <th>Land Value</th> </tr> </thead> <tbody> <tr> <td>LOT</td> <td>0</td> <td>0</td> <td>1.000</td> <td>11,250.00</td> <td>\$11,250</td> </tr> </tbody> </table>				Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value	LOT	0	0	1.000	11,250.00	\$11,250	<p align="center">LEGAL DESCRIPTION PLAT</p> <p>LEG LOT 6 BLK I REPLAT LOT 1 BLK G & LOT 6 REPLAT BLKS A & I SEMINOLE</p> <p>SITES PB 20 PG 59</p>																															
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<p>NOTE: Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.</p> <p>*** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.</p>																																															



FILE # 08166082

49
650

Seminole County Homeownership Assistance Program

Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the 2nd day of April 1994, by and between Albert D. & Angela Welborn Jr., husband and wife, hereinafter referred to as the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

(Whenever used herein the terms of "Mortgagor" and "Mortgagee" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$10,000.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliena, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.189(1)(d), FLORIDA STATUTES

This instrument was prepared by:
AFTER RECORDING RETURN TO:
S.M.P. HOMEOWNERS ASSISTANCE
PROGRAM, ATTN: SHARON ELLIS
4018 S. HWY 17-81
CANNONBERG, FL 32007

1 of 3

RECORDING OFFICE
SEMINOLE COUNTY, FL
1101 EAST FIRST STREET
SANFORD, FL 32771

RECORDED & VERIFIED
3:40 PM APR 7 1994

SEMINOLE CO. FL

3:41 0699

OFFICIAL: [Signature] Return To:
UNIVERSAL LAND TITLE, INC.
500 Riverbank Road, Suite 100
Lake Mary, FL 32746

3401 0699

ANY 'DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvements thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

OFFICIAL RECORD
2005
NOV 10 0700
SEMINOLE CO. FL

(10) years after the Federal Acquisition Regulation ("FAR") or other federal acquisition public records of Semiconductors Company, Florida Department of Banking and Finance issued a public notice of delinquency.

THE FIRST FIVE YEARS OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, RENEWAL OR REFINANCING OCCURS IN LESS THAN TEN (10) YEARS. Mortgages shall repay the full amount of \$100 thousand dollars and 60/100 (\$10,000.00) is overage in full. Military available forgiveness as provided in the recapitulation provisions of the Federal regulations in effect at the time of default.

This Mortgage shall be subordinate to a valid purchase money first mortgage on said land, subject to the notification and approval of Mortgagee, as follows:

IN WITNESS WHEREOF, the said Mortgagor has here unto signed and sealed these presents the day and year first above written.

PRINTED BY: HALL WRIGHT

Print Name: JOAN HUNTER

Print Name:

Full Name:

Print Name: Albert D. Welborn Jr.
912 9th Street East, Casselberry, Florida 32707

Print Name: Angela L. Welborn
912 GEE CREE LANE, CASSELLBERG, FLORIDA 32707

Prinzip:

Print Name: _____

OFFICE OF THE ATTORNEY GENERAL
2001
7401 0701
SEPMAC CO. FL

STATE OF FLORIDA
COUNTY OF SEMINOLE

and ANGELA WELBORN

acknowledge before me that he/she/they executed the same and are personally known to me or have produced driver's licenses as identification and who did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.



MARK WRIGHT
MY COMMISSION # 02439144 EXPIRES
March 2, 1999
APPEARS (TYPE NAME AND ADDRESS), INC.

Name: _____
Notary Public
Serial Number
Commission Expires: _____

Mark Wright
MARK WRIGHT

02439144
3/2/99

OFFICIAL RECORDS
BOOK 0702
PAGE 3401
SEMINOLE CO. FL

OFFICIAL RECORDS
BOOK PAGE
340122-0598
SEMINOLE CO, FL

Loan# 0011161091

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.
Witnesses:

Mark Wright
WITNESS: MARK WRIGHT

Albert D. Wilborn (Seal)
ALBERT D. WILBORN - Borrower

Joan Nunes
WITNESS: JOAN NUNES

Angela Wilborn (Seal)
ANGELA WILBORN - Borrower

____ (Seal)
- Borrower

____ (Seal)
- Borrower

____ (Seal)
- Borrower

____ (Seal)
- Borrower

____ (Seal)
- Borrower

____ (Seal)
- Borrower

STATE OF FLORIDA.

SEMINOLE County

2nd day of April, 1998 by

The foregoing instrument was acknowledged before me this
ALBERT D. WILBORN AND ANGELA WILBORN, Husband and wife

who is personally known to me or who has produced
a Identification.

driver's license



MARK WRIGHT
MY COMMISSION EXPIRES
MAY 2, 1999
STATE OF FLORIDA (S&B) 00000000, NC

Mark Wright
Notary Public MARK WRIGHT

001(FL) 100001-01

Page 5 of 5

4 01 3

1/28/07
1/28/07

WE HEREBY CERTIFY that this is a true and correct copy
BY *[Signature]*
UNIVERSITY OF FLORIDA

EXHIBIT "B"
SECOND MORTGAGE NOTE

\$10,000.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of Ten Thousand Dollars and 00/100 (\$10,000.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of ten (10) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven ten (10) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10) years after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to ten(10) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

OFFICIAL RECORD
BOOK
1401 0704
SEMINOLE CO. FL

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

1 of 3

1/28/07
1/28/07

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.125(1)(d), FLORIDA STATUTES

This instrument was prepared by:
AFTER RECORDING RETURN TO:
SELF-HOMESITE ASSISTANCE
PROGRAM - ATTN: STATION 512
STATE OF FLORIDA
CARROLLERBY, FL 33709

1. The sale, transfer or refinancing of the subject home and real property, within ten (10) years of execution of this Note, by maker or maker's successors.
2. Leasing or renting of the property within ten (10) years of the date of execution of the Note and Second Mortgage.
3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
4. Failure to pay applicable property taxes on subject property and improvements.
5. Failure to maintain adequate hazard insurance on subject property and improvements.
6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

RECORDED
 11 0705
 SEMINOLE CO. FL

EXHIBIT 'A'

LEGAL DESCRIPTION

LOT 6, BLOCK 1, REPLAT OF LOT 1, BLOCK 9 and LOT 6, IN THE REPLAT OF BLOCK A
and 1, SEMINOLE CITY, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 20,
PAGES 59, AS RECORDED IN THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA;
SAID LAND SITUATE, LYING AND BEING IN SEMINOLE COUNTY, FLORIDA.

OFFICIAL RECORDS
BOOK 20
PAGE 59
7/22/91
0107
SEMINOLE CO. FL

3 of 3

7/22/91
15:42:13.000

SEMINOLE COUNTY
HOME PROGRAM
HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

Applicant(s): Albert & Angela Welborn (Jr.)

Property Address: 912 Oak Creek Lane, Casselberry, Fl. 32707

This Agreement is entered into this 10th day of March, 1998 by and between Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida, 32771 (hereinafter "COUNTY") and

Albert & Angela Welborn (Jr.), husband & wife (hereinafter "HOMEBUYER"),

WITNESSETH:

1. USE OF HOME FUNDS

WITNESSES, the COUNTY has received HOME funds appropriated by the National Affordable Housing Act of 1990, as amended, through the U.S. Department of Housing and Urban Development (hereinafter "HUD"), to be expended in accordance with HOME Investment Partnership Act (42 U.S.C. 12701 et seq), as amended by the Housing and Community Development Act of 1992 and the Multifamily Property Disposition Reform Act of 1994; and

WITNESSES, the COUNTY has agreed to use HOME funds to assist qualified homebuyers with downpayment, closing costs, and/or interest rate buy-down assistance through its subrecipient organization hereby known as Greater Seminole County Chamber of Commerce and meet the requirements as set forth in 24 CFR Part 92 as amended or waived by HUD.

2. AFFORDABILITY

The property which is the subject of this Agreement shall remain affordable in accordance with COUNTY guidelines for a term as specified in a second mortgage note and deed which shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

3. REPAYMENTS

The COUNTY shall provide a Deferred Payment Loan in an amount up to \$10,000.00 at 0% until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

4. UNIFORM ADMINISTRATIVE REQUIREMENTS

Not applicable as the HOMEBUYER is not a subrecipient or state recipient.

5. PROJECT REQUIREMENT

The COUNTY and the HOMEBUYER agree to comply with HOME regulations as set forth in 24 CFR Part 92 Subpart F, as follows:

(a) The HOMEBUYER(s) have certified that the property shall be his/her/their principal residence and that, at the time of application and approval, his/her/their annual income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD, with adjustments for family size.

(b) The property is located within the geographical areas of Seminole County, Florida and has an after rehabilitation or construction appraised value equal to or less than ninety-five percent (95%) (90% when used with SHIP funds) of the median sales price of the area. The COUNTY through, Greater Seminole County Chamber of Commerce, has reviewed the household income and property value requirements in accordance with the HOME Program requirements and determined the project eligible for funding.

For: _____

60

1/22/07

RECEIVED
2008
SEMINOLE CO. FL
7191 0708

The HOMEBUYER shall ~~not~~ ^{pay} ~~the~~ ^{for} the property, including payment of ~~the~~ ^{the} taxes and homeowners insurance, during the term of affordability.

6. HOUSING AND QUALITY STANDARDS

The property at the time of initial occupancy by the HOMEBUYER shall meet Section 8 Housing Quality Standards (HQS) and the local building codes and regulations of the COUNTY. The COUNTY has inspected the property and has determined the project eligible for funding.

7. OTHER PROGRAM REQUIREMENTS

The Homeowner shall comply with all applicable Federal laws and regulations as described in HUD guidelines at 24 CFR Part 92 Subpart II. The regulations are provided below. Applicable regulations are so noted.

- a) Equal opportunity and fair housing ☐ Applicable ☒ Not Applicable (ens unit)
- b) Environmental review ☐ Applicable ☒ Not Applicable
- c) Displacement, relocation and acquisition
 - ☐ Not Applicable (activity funded is downpayment, closing cost or interest rate buy-down assistance on a newly constructed unit; therefore no displacement, relocation and acquisition occurred pursuant to Federal rules).
 - ☒ Applicable (Activity is downpayment, closing cost or interest rate buy-down assistance for the purchase of an existing unit. Appropriate notices have been issued. Certification has been provided/executed ensuring that property was not occupied by a tenant and that the owner has been voluntarily displaced by choice.
- d) Lead paint
 - ☒ Applicable (Home built prior to 1978. Lead-based paint notice has been provided and unit evaluated for lead-based paint existence.)
 - ☐ Not Applicable (Unit built during or after 1978.)
- e) Conflict of Interest - no conflict found
- f) Disbarment and suspension - not applicable
- g) Flood Insurance
- h) Executive Order 12372 - not applicable.

8. AFFIRMATIVE MARKETING

Not applicable due to the nature of the activity (HOMEBUYER program).

9. CONDITIONS FOR RELIGIOUS ORGANIZATION

Not applicable due to the nature of the activity (HOMEBUYER program).

10. REQUESTS FOR DISBURSEMENT OF FUNDS

The HOMEBUYER agrees that the funds shall only be used to subsidize a private loan to lower the borrower's monthly housing costs (Principal, Interest, Taxes and Insurance (PITI)) and to pay closing costs and ~~not~~ ^{for} the downpayment amount, if necessary. The HOME funds shall be disbursed by the performed by a contractor in accordance with this Agreement shall be performed pursuant to a written contract in the form required by the COUNTY. Further, the unit shall be inspected by the COUNTY for compliance with COUNTY housing and other local codes and regulations.

Ownership assistance funds shall not be disbursed prior to completion of work and acceptance of the same by the COUNTY.

1. REVERSION OF ASSETS

Not applicable as the homeowner is not a subrecipient.

Final Homebuyer Program

61

7/2/97

OFFICIAL
2006
7401 0709
REIMBURSE CO. FL

1. RECORDS AND REPORTS

The COUNTY and HOMEBUYER shall comply with all records and reports requirements applicable in accordance with 24 CFR Part 92 and Florida Statutes for a period of three (3) years from the end of the affordability term.

2. ENFORCEMENT OF THE AGREEMENT

The loan shall be evidenced by a Promissory Note and secured by a Mortgage on the property. Failure by the HOMEBUYER to comply with the terms of this Agreement and the loan documents shall be considered a default and appropriate legal action taken.

3. DURATION OF THE AGREEMENT

This Agreement shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies, or for a period of ten (10) years.

4. OTHER PROVISIONS

Neither party hereto shall discriminate against any person or group of persons on account of race, sex, creed, color or national origin in the performance of this Agreement.

Nothing contained in this Agreement, or any act of the COUNTY or the HOMEBUYER shall be deemed or construed by any of the parties hereto, or third persons to create any relationship of third party beneficiary, principal or agent, limited or general partnership, joint venture or any association or relationship involving the COUNTY.

WITNESS:

Walter Martinez
WALTER MARTINEZ

WITNESSES AS TO HOMEBUYER(S):

Spicy J. Ace
SPICY J. ACE
Lisa Kanalli
LISA KANALLI

Gary B. Kallor
GARY B. KALLOR

COUNTY MANAGER

Date: 3/17/98

HOMEBUYER

Donald Welborn
DONALD WELBORN
Angela Welborn
ANGELA WELBORN

Date: 3-18-98

NOTARY AS TO HOMEBUYER(S):

SEMINOLE COUNTY, FLORIDA

STATE OF FLORIDA

COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 10th day of March, 1998 by Albert Donald & Angela Welborn who is personally known to me or who has produced

License

Print Name B.K. Poncet-maher

My commission expires: 4-26-2000

Notary Public in and for the State of Florida



My Commission Expires
April 26, 2000

and Return To:
(AFTER RECORDING)

B.H.P. Home Ownership Assistance Program
c/o The Greater Seminole County
Chamber of Commerce
4500 South Highway 17-42
Gainesville, FL 32607

OFFICIAL RECORDS
BOOK 01 0710
SEMINOLE CO. FL

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
Seminole County Government
1101 East First Street
Sanford, FL 32771

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Second Mortgage (the "Mortgage") dated July 10, 1995, and recorded in Official Records Book 02954, Pages 1618 through and including 1622, Public Records of Seminole County, Florida, and a SHIP Second Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND AND NO/100 DOLLARS (\$3,000.00) (the "Note"), dated July 10, 1995, and recorded in the Official Records Book 02954, Pages 1623 through and including 1625, Public Records of Seminole County, Florida, which encumbered the property located at 110 Kelly Circle, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LEG LOT 55 MONROE MEADOWS PB 46 PGS 16 & 17
Public Records of Seminole County, Florida

(Parcel Identification: 12-20-30-511-0000-0550)

and also described in Exhibit "A" to the Mortgage as:

Lot 55 MONROE MEADOWS, according to the plat thereof, as recorded in Plat Book 46, pages 16 and 17, Public Records of Seminole County, Florida

(the "Property,") were made by Nicholas D. and Yong H. Defiore, husband and wife, the owners ("Owners") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771.

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owners transfer title, sell or in any manner cease to occupy the Property as

their primary residence or dispose of the Property before July 10, 2000; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owners have refinanced her house within the twenty (20) year period but did maintain the Property as her residence for at least five (5) years from the date of the Mortgage and the Note, thus qualifying for forgiveness of the Mortgage and the Note under United States Department of Housing and Urban Development ("HUD") policies; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage and Note;

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge satisfaction of said Mortgage and Note.

The Property, the Owners, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage and Note and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ____ day of January, 2004.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
DARYL G. MCLAIN, Chairman


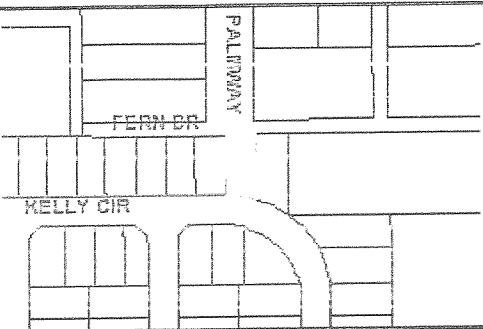

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

As authorized for execution by
the Board of County Commis-
sioners at their regular
Meeting of _____, 2003.

County Attorney

P:\Users\CAAS01\Affordable Housing\Satisfaction of Mtg - dwnpymnt assist forgive - no pymnt.doc

PARCEL DETAIL	REAL ESTATE	PERSONAL PROP	TAX ROLL	SALES SEARCH	◀ ◻ Back ▶ ▶																																													
																																																		
GENERAL Parcel Id: 12-20-30-511-0000-0550 Tax District: S1-SANFORD Owner: DEIORE NICHOLAS D & YONG Exemptions: 00- H HOMESTEAD Address: 110 KELLY CIR City,State,ZipCode: SANFORD FL 32773 Property Address: 110 KELLY CIR SANFORD 32773 Subdivision Name: MONROE MEADOWS Dor: 01-SINGLE FAMILY				2004 WORKING VALUE SUMMARY Value Method: Market Number of Buildings: 1 Depreciated Bldg Value: \$82,762 Depreciated EXFT Value: \$0 Land Value (Market): \$14,200 Land Value Ag: \$0 Just/Market Value: \$96,962 Assessed Value (SOH): \$85,889 Exempt Value: \$25,000 Taxable Value: \$60,889																																														
SALES Deed Date Book Page Amount Vac/Imp WARRANTY DEED 07/1995 02954 1607 \$86,600 Improved Find Comparable Sales within this Subdivision				2003 VALUE SUMMARY 2003 Tax Bill Amount: \$1,228 2003 Taxable Value: \$58,876 DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS																																														
LAND Land Assess Method Frontage Depth Land Units Unit Price Land Value LOT 0 0 1.000 14,200.00 \$14,200				LEGAL DESCRIPTION PLAT LEG LOT 55 MONROE MEADOWS PB 46 PGS 16 & 17																																														
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BACK

PROPERTY APPRAISER
HOME PAGE

CONTACT

NOV. 17. 2003 6:40PM OLD REPUBLIC TITLE NO. 835 P. 9/16

MARYANNE MOAS
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FL
RECORDING VERIFIED

737852

05 NOV 16 AM 8:49

Seminole County Homeownership Assistance Program**Second Mortgage Deed**

THIS SECOND MORTGAGE DEED is hereby made and entered into the
~~19th~~ day of July 1995 by and between Nicholas D.
and Yong H. DeFlores ** hereinafter referred to the "Mortgagor" and Seminole
 County, a political subdivision of the State of Florida, whose address is 1101 East First
 Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

** husband and wife

(Whenever used herein the terms of "Mortgagor" and "Mortgagee"
 include all parties to this instrument, the heirs, legal representatives
 and assigns of individuals and the successors and assigns of
 corporations; and the term "note" include in all the notes herein
 described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in
 consideration of the aggregate sum named in the Second Mortgage Note of even date
 herewith (\$ 3,000.00), hereinafter described, the Mortgagor hereby
 bargains, sells, aliena, premises, conveys and confirms unto the Mortgagee all the
 certain land of which the Mortgagor is now seized and in possession situated in
 Seminole County, Florida, viz:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments
 and appurtenances thereto belonging, and the rents, issues and profits thereof, unto
 the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly
 seized of said land in fee simple; that the Mortgagor has good right and lawful authority
 to convey said land as aforesaid; that the Mortgagor will make such further assurances
 to perfect the fee simple title to said land in the Mortgagee as may reasonably be
 required; that the Mortgagor hereby full warrants the title to said land and will defend
 the same against the lawful claims of all persons whomsoever; and that said land is
 free and clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE
 COUNTY AND IS EXEMPT FROM PAYMENT
 OF INTANGIBLE PERSONAL PROPERTY
 TAX AND DOCUMENTARY STAMP EXCISE
 TAX ON DOCUMENTS PURSUANT TO
 SECTIONS 420.513(1) AND 199.165(1)(d),
 FLORIDA STATUTES

This instrument was prepared by:

Carlene DiVita

Landscape Title Co. of Florida
1485 S Semoran Blvd Suite 1462
Winter Park, FL 32792

OFFICIAL RECORDS
 BOOK PAGE
 0055 1618

TURN IN TO
 LANDSLIDE TITLE

Seminole County Homeownership Assistance Program

ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Note hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly, when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either, to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains

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BOOK PAGE

2054 1619

Seminole County Homeownership Assistance Program



occupied by the Mortgagor, and said land is not sold, leased, rented or subleased. Should the land remain owner-occupied and not be rented, leased or subleased for (check applicable) x five (5) years, twenty (20) years or thirty (30) years (if used in conjunction with FHA financing), then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS LESS THAN x FIVE (5) YEARS, TWENTY (20) YEARS OR THIRTY (30) YEARS AFTER EXECUTION OF THIS INSTRUMENT. Mortgagor shall repay the loan amount of Three Thousand dollars (\$ 3,000.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgagee.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

[Signature]
Print Name: NICHOLAS D. DEFIORE

[Signature]
Print Name: YONG H. DEFIORE

[Signature]
WITNESS
Print Name: DARLENE DUFF

[Signature]
WITNESS
Print Name: Kelly Fisher

Print Name: _____

Print Name: _____

SEMINOLE CO. FL.
BOOK 1620
PAGE 1620
OFFICIAL RECORDS

Seminole County Homeownership Assistance Program



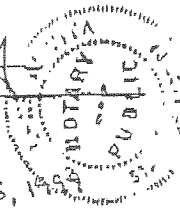
STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 18th day of July, 1999, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Nicholas D. Defiore and Yong H. Defiore, husband and wife executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced VA Driver License as identification and who did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

[Signature]

Name: AKRILENE DIVITA
Notary Public
Serial Number CC 478142
Commission Expires: July 5, 1999



OFFICIAL RECORDS
BOOK PAGE
2956 1621

EXHIBIT "A"

Lot 55, MONROE MEADOWS, according to the plat thereof as
recorded in Plat Book 46, pages 16 and 17, Public Records of
Seminole County, Florida.

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BOOK PAGE
2056 1622
SEMINOLE CO. FL.

Seminole County Homeownership Assistance ProgramEXHIBIT "B"
SECOND MORTGAGE NOTE

AMOUNT: \$3,000.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of Three Thousand Dollars (\$3,000.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 E. First Street, Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of twenty (20) or thirty (30) years (if used in conjunction with FHA financing), beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven (check one) X five (5), twenty (20) or thirty (30) years (as applicable) after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least five (5), twenty (20) or thirty (30) years (as applicable) after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to X five (5) twenty (20) thirty (30) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT 'A' ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

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2054 1623

Seminole County Homeownership Assistance Program

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:

Marlene Divita
LandSafe Title Co of Florida
1485 S. Semoran Blvd Suite 1462
Winter Park, FL 32792

1. The sale, transfer or refinancing of the subject home and real property, within five (5), twenty (20) or thirty (30) years (as applicable) of execution of this Note, by maker or maker's successors.
2. Leasing or renting of the property within five (5), twenty (20) or thirty (30) years of the date of execution of the Note and Second Mortgage.
3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
4. Failure to pay applicable property taxes on subject property and improvements.
5. Failure to maintain adequate hazard insurance on subject property and improvements.
6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

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 BOOK 2956
 PAGE 1624

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

Seminole County Homeownership Assistance Program

Each person liable hereon whether maker or enforcer, hereby waives presentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

Witness
Print Name: DARLENE DINTA

Witness
Print Name: Kelly Fisher

Print Name: _____

Print Name: _____

Print Name: Nicholas D. Defiore

Print Name: Yong H. Defiore

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BOOK PAGE
2956 1625
SEMINOLE CO. FL.

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 18th day of July, 1995 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Nicholas D. Defiore and Yong H. Defiore, husband and wife executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced a valid drivers license as identification and who did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

Name: Steven H. India
Notary Public
Serial Number CC 478142
Commission Expires: July 13, 1999

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
Seminole County Government
1101 East First Street
Sanford, FL 32771

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Second Mortgage (the "Mortgage") dated January 15, 1998, and recorded in Official Records Book 3357, Pages 0698 through and including 0702, Public Records of Seminole County, Florida, and a SHIP Second Mortgage Deferred Payment Promissory Note in the amount of Three Thousand Five Hundred and No/100 Dollars (\$3,500.00) (the "Note"), dated January 15, 1998, and recorded in the Official Records Book 3357, Pages 0703 through and including 0705, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated December 8, 1997, recorded in Official Records Book 3357, pages 0707 through and including 0709, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 2847 Gale Place Sanford, Florida 32773, the legal description and parcel identification for which are as follows:

LEG LOT 18 BLK F WOODMERE PARK 2ND REPLAT PB 13 PG 73
Public Records of Seminole County, Florida
(Parcel Identification No.: 06-20-31-505-0F00-0180)

and also described in Exhibit "A" to the Mortgage as:
LOT 18, BLOCK F WOODMERE PARK 2ND REPLAT, ACCORDING TO
THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGE 73,
OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

(the "Property,") were made by Jeffrey E. Merthie, a single person, the owner ("Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771.

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as his primary residence or dispose of the Property before January 15, 2008; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owner has requested the mortgage to be satisfied on his house within the ten (10) year period but did maintain the Property as his residence for at least five (5) years from the date of the Mortgage and the Note, thus qualifying for forgiveness of the Mortgage and the Note under United States Department of Housing and Urban Development ("HUD") policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note;

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge satisfaction of said Mortgage, Note and Agreement.

The Property, the Owner, his heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage and Note and every part thereof and all terms and covenants of the Agreement and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ____ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
DARYL G. MCLAIN, Chairman


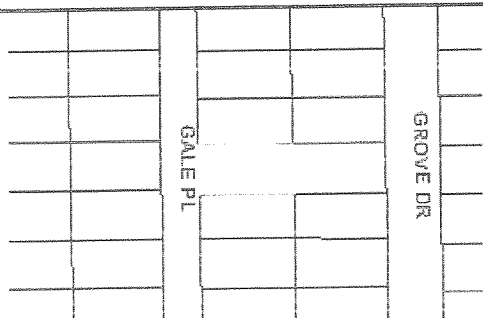

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney
AS/lpk
12/9/03
Satisfaction of mortgage-merthie

PARCEL DETAIL	REAL ESTATE	PERSONAL PROP	TAX ROLL	SALES SEARCH	◀ ◁ Back ▷ ▶																																													
 <p>Seminole County Property Appraiser Services 1101 E. First St. Sanford FL 32771 407-665-7500</p>																																																		
<p align="center">GENERAL</p> <p>Parcel Id: 06-20-31-505-0F00-0180 Tax District: S1-SANFORD Owner: MERTHIE JEFFREY Exemptions: 00-HOMESTEAD Address: 2847 GALE PL City,State,ZipCode: SANFORD FL 32773 Property Address: 2847 GALE PL SANFORD 32773 Subdivision Name: WOODMERE PARK 2ND REPLAT Dor: 01-SINGLE FAMILY</p>				<p align="center">2004 WORKING VALUE SUMMARY</p> <p>Value Method: Market Number of Buildings: 1 Depreciated Bldg Value: \$54,072 Depreciated EXFT Value: \$749 Land Value (Market): \$10,680 Land Value Ag: \$0 Just/Market Value: \$65,501 Assessed Value (SOH): \$57,140 Exempt Value: \$25,000 Taxable Value: \$32,140</p>																																														
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BACK

PROPERTY APPRAISER
HOME PAGE

CONTACT

HT # 42104-1111

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15th day of JANUARY 1998 by and between Jeffrey E. Merthle
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(Whenever used herein the terms of "Mortgagor" and "Mortgagee"
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WITNESSETH, that for good and valuable consideration, and also in
 consideration of the aggregate sum named in the Second Mortgage Note of even date
 herewith (\$3,500.00), hereinafter described, the Mortgagor hereby grants, bargains,
 sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of
 which the Mortgagor is now seized and in possession situated in Seminole County,
 Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments
 and appurtenances thereto belonging, and the rents, issues and profits thereof, unto
 the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly
 seized of said land in fee simple; that the Mortgagor has good right and lawful authority
 to convey said land as aforesaid; that the Mortgagor will make such further assurances
 to perfect the fee simple title to said land in the Mortgagee as may reasonably be
 required; that the Mortgagor hereby full warrants the title to said land and will defend
 the same against the lawful claims of all persons whomsoever; and that said land is free
 land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY
 AND IS EXEMPT FROM PAYMENT OF INTANGIBLE
 PERSONAL PROPERTY TAX AND DOCUMENTARY
 STAMP EXCISE TAX ON DOCUMENTS PURSUANT
 TO SECTIONS 420.513(1) AND 199.185(1)(d),
 FLORIDA STATUTES

This instrument was prepared by:
AFTER RECORDING RETURN TO:
S.H.L.P. HOMEOWNERS ASSISTANCE
PROGRAM - ATTN: SHARON SELF
4590 S. HWY 17-92
CASSELBERRY, FL 32707

1 of 5

7/29/97
notemtg.doc

ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

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7/29/97
nolenmg.doc

Should the land remain owner-occupied and not be rented, leased or subleased for ten (10) years then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. **THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS IN LESS THAN TEN (10) YEARS.** Mortgagor shall repay the loan amount of **THIRTEEN THOUSAND FIVE HUNDRED DOLLARS AND 00/100 (\$3,500.00)** to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgagee.

IN WITNESS WHEREOF, the said Mortgagor has here unto signed and sealed these presents the day and year first above written.

~~WITNESS:~~ Mark Wright
WITNESS: MARK WRIGHT

Print Name:

Susie Smith
WITNESS: SUSIE SMITH

Print Name:

Print Name:

Print Name:

Jeffrey E. Merthie
Print Name: Jeffrey E. Merthie
2847 GALE PLACE SANFORD, FLORIDA 32773

Print Name:

Print Name:

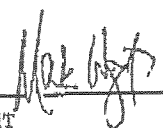
Print Name:

OFFICIAL RECORDS
BOOK 3357
PAGE 0700
SEMINOLE CO. FL

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 15th day of JANUARY, 1998
before me, an officer duly authorized in the State aforesaid and in the County aforesaid
to take acknowledgments, personally appeared JEFFREY E. MENTHE, A SINGLE MAN
and N/A, who executed the foregoing instrument and who
acknowledge before me that he/she/they executed the same and are personally known
to me or have produced DRIVER'S LICENSE as identification and who
did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.


Name: MARK WRIGHT
Notary Public CC 439144
Serial Number 03/02/99
Commission Expires:



MARK WRIGHT
MY COMMISSION # CC439144 EXPIRES
March 2, 1999
MANAGED THROUGH TROY FARM INSURANCE, INC

OFFICIAL RECORDS
BOOK

357 0701

SEMINOLE CO. FL

OFFICIAL RECORDS
BOOK PAGE
3357 0702
SEMINOLE CO. FL

EXHIBIT "A"
LEGAL DESCRIPTION

LOT 18, BLOCK F WOODMERE PARK 2ND REPLAT, ACCORDING TO THE PLAT
THEREOF AS RECORDED IN PLAT BOOK 13, PAGE 73, OF THE PUBLIC RECORDS
OF SEMINOLE COUNTY, FLORIDA.

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7/29/97
notamig.doc

Seminole County Homeownership Assistance ProgramEXHIBIT "B"
SECOND MORTGAGE NOTEAMOUNT: \$3,500.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of Three Thousand Five Hundred dollars and 00/100 (\$3,500.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of ten (10) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven ten (10) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10) years after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to ten(10) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

1 of 3

7/29/97

notarized by

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:

AFTER RECORDING RETURN TO:
4.M.I.R. HOMEBUYER ASSISTANCE
PROGRAM - ATTN: SHARON SEIB
4590 S. US HWY 1
CASSELBERRY, FL 32707

3357 0704
SEMINOLE CO. FL
OFFICIAL RECORDS
BOOK

1. The sale, transfer or refinancing of the subject home and real property, within ten (10) years of execution of this Note, by maker or maker's successors.
2. Leasing or renting of the property within ten (10) years of the date of execution of the Note and Second Mortgage.
3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
4. Failure to pay applicable property taxes on subject property and improvements.
5. Failure to maintain adequate hazard insurance on subject property and improvements.
6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

Each person liable hereon whether maker or enforcer, hereby waives presentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

Print Name: MARK WRIGHT

Print Name: Jeffrey E. Merthie
2847 GALE PLACE SANFORD, FLORIDA 32773

Print Name: SUSIE SMITH

Print Name:

Print Name:

Print Name:

Print Name:

Print Name:

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 15th day of JANUARY, 1998
before me, an officer duly authorized in the State aforesaid and in the County aforesaid
to take acknowledgments, personally appeared JEFFREY E. MERTHIE, A SINGLE MAN
and N/A, who executed the foregoing instrument and who
acknowledge before me that he/she/they executed the same and are personally known
to me or have produced DRIVER'S LICENSE as identification and who did/
did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

Name: MARK WRIGHT
Notary Public
Serial Number
Commission Expires: 03/02/99



MARK WRIGHT
MY COMMISSION # CC439144 EXPIRES
March 2, 1999
NOTED TO THE TRUTH BY THE PUBLIC

3 of 3

7/29/07

SEMINOLE COUNTY
HOME PROGRAM
HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

Applicant(s): JEFFREY MERTHIE

Property Address: 2847 DALE PLACE, SANFORD, FL 32773

This Agreement is entered into this 28th day of DECEMBER, 19 97, by and between Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida, 32771 (hereinafter "COUNTY") and JEFFREY MERTHIE, A SINGLE PERSON,

(hereinafter "HOMEBUYER").

WITNESSETH:

1. USE OF HOME FUNDS

WHEREAS, the COUNTY has received HOME funds appropriated by the National Affordable Housing Act of 1990, as amended, through the U.S. Department of Housing and Urban Development (hereinafter "HUD"), to be expended in accordance with HOME Investment Partnership Act (42 U.S.C. 12701 et seq), as amended by the Housing and Community Development Act of 1992 and the Multifamily Property Disposition Reform Act of 1994; and

WHEREAS, the COUNTY has agreed to use HOME funds to assist qualified homebuyers with downpayment, closing costs, and/or interest rate buy-down assistance through its subrecipient organization hereby known as Greater Seminole County Chamber of Commerce and meet the requirements as set forth in 24 CFR Part 92 as amended or waived by HUD.

2. AFFORDABILITY

The property which is the subject of this Agreement shall remain affordable in accordance with COUNTY guidelines for a term as specified in a second mortgage note and deed which shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

3. REPAYMENTS

The COUNTY shall provide a Deferred Payment Loan in an amount up to \$3,500.00 at 0% until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

4. UNIFORM ADMINISTRATIVE REQUIREMENTS

Not applicable as the HOMEBUYER is not a subrecipient or state recipient.

5. PROJECT REQUIREMENT

The COUNTY and the HOMEBUYER agree to comply with HOME regulations as set forth in 24 CFR Part 92 Subpart F, as follows:

(a) The HOMEBUYER(s) have certified that the property shall be his/her/their principal residence and that, at the time of application and approval, his/her/their annual income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD, with adjustments for family size.

(b) The property is located within the geographical areas of Seminole County, Florida and has an after rehabilitation or construction appraised value equal to or less than ninety-five percent (95%) (90% when used with SHIP funds) of the median sales price of the area. The COUNTY through, Greater Seminole County Chamber of Commerce has reviewed the household income and property value requirements in accordance with the HOME Program requirements and determined the project eligible for funding.

Final/Initial/Signature

60

12/31/97

OFFICIAL RECORDS
BOOK
3357 0707
SEMINOLE CO. FL

The HOMEBUYER shall maintain the property, including payment of property taxes and homeowners insurance, during the term of affordability.

6. HOUSING AND QUALITY STANDARDS

The property at the time of initial occupancy by the HOMEBUYER shall meet Section 6 Housing Quality Standards (HQS) and the local building codes and regulations of the COUNTY. The COUNTY has inspected the property and has determined the project eligible for funding.

7. OTHER PROGRAM REQUIREMENTS

The Homeowner shall comply with all applicable Federal laws and regulations as described in HUD guidelines at 24 CFR Part 92 Subpart II. The regulations are provided below. Applicable regulations are so noted.

- a) Equal opportunity and fair housing ☐ Applicable ☒ Not Applicable (one unit)
- b) Environmental review ☐ Applicable ☒ Not Applicable
- c) Displacement, relocation and acquisition
 - ☐ Not Applicable (Activity funded is downpayment, closing cost or interest rate buy-down assistance on a newly constructed unit; therefore no displacement, relocation and acquisition occurred pursuant to Federal rules).
 - ☒ Applicable (Activity is downpayment, closing cost or interest rate buy-down assistance for the purchase of an existing unit. Appropriate notices have been issued. Certification has been provided/executed ensuring that property was not occupied by a tenant and that the owner has been voluntarily displaced by choice).
- d) Lead paint
 - ☒ Applicable (Home built prior to 1978. Lead-based paint notice has been provided and unit evaluated for lead-based paint existence.)
 - ☐ Not Applicable (Unit built during or after 1978.)
- e) Conflict of Interest - no conflict found
- f) Disbarment and suspension - not applicable
- g) Flood insurance
- h) Executive Order 12372 - not applicable.

8. AFFIRMATIVE MARKETING

Not applicable due to the nature of the activity (HOMEBUYER program).

9. CONDITIONS FOR RELIGIOUS ORGANIZATION

Not applicable due to the nature of the activity (HOMEBUYER program).

10. REQUESTS FOR DISBURSEMENT OF FUNDS

The HOMEBUYER agrees that the funds shall only be used to subsidize a private loan to lower the borrower's monthly housing costs (Principal, Interest, Taxes and Insurance (PITI)) and to pay closing costs and part of the downpayment amount, if necessary. The HOME funds shall be disbursed by the COUNTY at the time of loan closing.

Should rehabilitation be included in the HOME assistance, the HOMEBUYER agrees that any work performed by a contractor in accordance with this Agreement shall be performed pursuant to a written contract in the form required by the COUNTY. Further, the unit shall be inspected by the COUNTY for compliance with COUNTY housing and other local codes and regulations.

Ownership assistance funds shall not be disbursed prior to completion of work and acceptance of the same by the COUNTY.

1. REVERSION OF ASSETS

Not applicable as the homeowner is not a subrecipient.

ManualHomeprgm

61

8/6/97

OFFICIAL RECORDS
BOOK
3357 0708
SEMINOLE CO. FL

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
Seminole County Government
1101 East First Street
Sanford, FL 32771

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Second Mortgage (the "Mortgage") dated February 12, 1998, and recorded in Official Records Book 3371, Pages 1744 through and including 1748, Public Records of Seminole County, Florida, and a SHIP Second Mortgage Deferred Payment Promissory Note in the amount of Three Thousand Five Hundred and No/100 Dollars (\$3,500.00) (the "Note"), dated February 12, 1998, and recorded in the Official Records Book 3371, Pages 1749 through and including 1751, and a Seminole County HOME Program Homebuyer Program Assistance Agreement in the amount of Three Thousand Five Hundred and No/100 Dollars (\$3,500.00) (the "Agreement"), dated January 2, 1998, and recorded Official Records Book 3371, pages 1753 through and including 1755, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 1027 Spring Garden Ct., Altamonte Springs, Florida 32714, the legal description and parcel identification for which are as follows:

LEG LOT 5 BLK F SANDLANDO SPRINGS REPLAT OF TRACT 57
PB 9 PG 49 Public Records of Seminole County, Florida
(Parcel Identification No.: 01-21-29-5CK-0F00-0050)

and also described in Exhibit "A" to the Mortgage as:
LOT 5, OF BLOCK F, SANLANDO SPRINGS REPLAT OF TRACT
57, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT
BOOK 9, PAGE 49, OF THE PUBLIC RECORDS OF SEMINOLE
COUNTY, FLORIDA

(the "Property,") were made by Rodrigo Sanchez, a single person, the owner ("Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771.

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as his primary residence or dispose of the Property before February 12, 2008; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owner has requested the mortgage to be satisfied on his house within the ten (10) year period but did maintain the Property as his residence for at least five (5) years from the date of the Mortgage and the Note, thus qualifying for forgiveness of the Mortgage and the Note under United States Department of Housing and Urban Development ("HUD") policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note;

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge satisfaction of said Mortgage, Note and Agreement.

The Property, the Owner, his heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage and Note and every part thereof and all terms and covenants of the Agreement and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ____ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
DARYL G. MCLAIN, Chairman


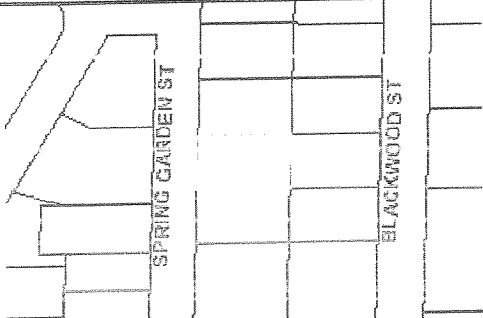

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney
AS/lpk
2/9/03
Satisfaction of mortgage-sanchez

PARCEL DETAIL	REAL ESTATE	PERSONAL PROP.	TAX ROLL	SALES SEARCH	◀ ◁ Back ▷ ▶																																													
 <p>Seminole County Property Appraiser Services 1101 E. First St. Sanford FL 32771 407-665-7500</p>																																																		
<p align="center">GENERAL</p> <p>Parcel Id: 01-21-29-5CK-0F00-0050 Tax District: 01-TX DIST 1 - COUNTY</p> <p>Owner: SANCHEZ RODRIGO Exemptions:</p> <p>Address: 1027 SPRING GARDEN ST</p> <p>City,State,ZipCode: ALTAMONTE SPRINGS FL 32701</p> <p>Property Address: 1027 SPRING GARDEN CT ALTAMONTE SPRINGS 32714</p> <p>Subdivision Name: SANLANDO SPRINGS</p> <p>Dor: 01-SINGLE FAMILY</p>				<p align="center">2004 WORKING VALUE SUMMARY</p> <p>Value Method: Market</p> <p>Number of Buildings: 1</p> <p>Depreciated Bldg Value: \$67,338</p> <p>Depreciated EXFT Value: \$0</p> <p>Land Value (Market): \$13,260</p> <p>Land Value Ag: \$0</p> <p>Just/Market Value: \$80,598</p> <p>Assessed Value (SOH): \$80,598</p> <p>Exempt Value: \$0</p> <p>Taxable Value: \$80,598</p>																																														
<p align="center">SALES</p> <table border="1"> <thead> <tr> <th>Deed</th> <th>Date</th> <th>Book</th> <th>Page</th> <th>Amount</th> <th>Vac/Imp</th> </tr> </thead> <tbody> <tr> <td>WARRANTY DEED</td> <td>02/1998</td> <td>03371</td> <td>1737</td> <td>\$80,000</td> <td>Improved</td> </tr> <tr> <td>QUIT CLAIM DEED</td> <td>01/1973</td> <td>00980</td> <td>1785</td> <td>\$100</td> <td>Improved</td> </tr> </tbody> </table> <p>Find Comparable Sales within this Subdivision</p>				Deed	Date	Book	Page	Amount	Vac/Imp	WARRANTY DEED	02/1998	03371	1737	\$80,000	Improved	QUIT CLAIM DEED	01/1973	00980	1785	\$100	Improved	<p align="center">2003 VALUE SUMMARY</p> <p>2003 Tax Bill Amount: \$1,392</p> <p>2003 Taxable Value: \$81,196</p> <p>DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS</p>																												
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<p>NOTE: Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.</p> <p>*** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.</p>																																																		

BACK

PROPERTY APPRAISER
HOME PAGE

CONTACT

Prepared by & signed by:
142 Southwestern Blvd. N
2250 Tallahassee, FL 32301
Maitland, FL 32751 (PH) 381-1000

Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the
12TH day of FEBRUARY 1998 by and between Rodrigo Sanchez,
single person, hereinafter referred to the "Mortgagor" and Seminole County, a political
subdivision of the State of Florida, whose address is 1101 East First Street, Sanford,
Florida 32771, hereinafter referred to as the "Mortgagee."

(Whenever used herein the terms of "Mortgagor" and "Mortgagee"
include all parties to this instrument, the heirs, legal representatives
and assigns of individuals and the successors and assigns of
corporations; and the term "note" include in all the notes herein
described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in
consideration of the aggregate sum named in the Second Mortgage Note of even date
herewith (\$3,5000.00), hereinafter described, the Mortgagor hereby grants, bargains,
sells, assigns, premises, conveys and confirms unto the Mortgagee all the certain land of
which the Mortgagor is now seized and in possession situated in Seminole County,
Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments
and appurtenances thereto belonging, and the rents, issues and profits thereof, unto
the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly
seized of said land in fee simple; that the Mortgagor has good right and lawful authority
to convey said land as aforesaid; that the Mortgagor will make such further assurances
to perfect the fee simple title to said land in the Mortgagee as may reasonably be
required; that the Mortgagor hereby full warrants the title to said land and will defend
the same against the lawful claims of all persons whomsoever; and that said land is free
land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY
AND IS EXEMPT FROM PAYMENT OF INTANGIBLE
PERSONAL PROPERTY TAX AND DOCUMENTARY
STAMP EXCISE TAX ON DOCUMENTS PURSUANT
TO SECTIONS 420.513(1) AND 199.185(1)(d),
FLORIDA STATUTES

This instrument was prepared by
AFTER RECORDING RETURN TO:
S.H.P. HOMEOWNER ASSISTANCE
PROGRAM ATTN: SHARON SELL
4590 S. HWY 17-92
CASSELBERRY, FL 32707

1 of 5

7/29/97
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OFFICIAL RECORDS
PAGE 1764

RECORDED & VERIFIED
161028

RECORDED & VERIFIED
161028

ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

Each person liable hereon whether maker or enforcer, hereby waives presentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

2003 1746
SEMINOLE CO. FL
OFFICIAL RECORDS

Print Name:

Print Name: Rodrigo Sanchez

Print Name:

Print Name:

Print Name:

Print Name:

Print Name:

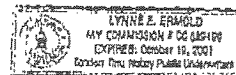
Print Name:

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 12TH day of FEBRUARY, 1998
before me, an officer duly authorized in the State aforesaid and in the County aforesaid
to take acknowledgments, personally appeared RODRIGO SANCHEZ
and _____, who executed the foregoing instrument and who
acknowledge before me that he/she/they executed the same and are personally known
to me or have produced CURRENT DRIVERS LICENSE as identification and who did/
did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid,

Name:
Notary Public
Serial Number
Commission Expires:



STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 12TH day of FEBRUARY, 1998
before me, an officer duly authorized in the State aforesaid and in the County aforesaid
to take acknowledgments, personally appeared RODRIGO SANCHEZ
and _____, who executed the foregoing instrument and who
acknowledge before me that he/she/they executed the same and are personally known
to me or have produced CURRENT DRIVER'S LICENSE as identification and who
did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

Name:
Notary Public
Serial Number
Commission Expires:



OFFICIAL RECORDS
BOOK
PAGE

971 1747
SEMINOLE CO. FL

EXHIBIT "A"
LEGAL DESCRIPTION

OFFICIAL RECORDS
BOOK 2371 PAGE 1748
SEMINOLE CO. FL

LOT 5, OF BLOCK 7, SANLANDO SPRINGS REPLAT OF TRACT 57, ACCORDING TO THE PLAT
THEREOF AS RECORDED IN PLAT BOOK 9, PAGE 49, OF THE PUBLIC RECORDS OF SEMINOLE
COUNTY, FLORIDA.

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Seminole County Homeownership Assistance ProgramEXHIBIT "B"
SECOND MORTGAGE NOTEAMOUNT: \$3,500.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of Three Thousand Five Hundred dollars and 00/100 (\$3,500.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of ten (10) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven ten (10) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10) years after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to ten(10) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:
AFTER RECORDING RETURN TO:
S.H.I.E. HOMEBUYER ASSISTANCE
PROGRAM-ATTN: SHARON SPILZ
4590 S. US HWY 1
CASSELBERRY, FL 32707

OFFICIAL RECORDS
 3006
 1371 1750
 SEMINOLE CO. FL

1. The sale, transfer or refinancing of the subject home and real property, within ten (10) years of execution of this Note, by maker or maker's successors.
2. Leasing or renting of the property within ten (10) years of the date of execution of the Note and Second Mortgage.
3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
4. Failure to pay applicable property taxes on subject property and improvements.
5. Failure to maintain adequate hazard insurance on subject property and improvements.
6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

Should the land remain owner-occupied and not be rented, leased or subleased for ten (10) years then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. **THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS IN LESS THAN TEN (10) YEARS.** Mortgagor shall repay the loan amount of **Three Thousand Five Hundred dollars and 00/100 (\$3,500.00)** to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgagee.

IN WITNESS WHEREOF, the said Mortgagor has here unto signed and sealed these presents the day and year first above written.

Print Name:

Print Name:

Print Name:

Print Name:

Print Name: Rodrigo Sanchez

Print Name:

Print Name:

Print Name:

OFFICIAL RECORDS
BOOK 226
PAGE 1751
SEMINOLE CO. FL

13450008

Prepared by: return to:
1st Southwestern Title Co
2250 Lucian Way N200
Maitland FL 32751 (ANTHA DANA)

SEMINOLE COUNTY
HOME PROGRAM
HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

Applicant(s): Rodrigo Sanchez

Property Address: 1027 Spring Garden Street, Altamonte Springs, FL 32701

This Agreement is entered into this 5th day of January, 1998 by and between Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida, 32771 (hereinafter "COUNTY") and Rodrigo Sanchez, a single person, (hereinafter "HOMEBUYER").

WITNESSETH:

1. USE OF HOME FUNDS

WHEREAS, the COUNTY has received HOME funds appropriated by the National Affordable Housing Act of 1990, as amended, through the U.S. Department of Housing and Urban Development (hereinafter "HUD"), to be expended in accordance with HOME Investment Partnership Acts (42 U.S.C. 12701 et seq), as amended by the Housing and Community Development Act of 1992 and the Multifamily Property Disposition Reform Act of 1994; and

WHEREAS, the COUNTY has agreed to use HOME funds to assist qualified homebuyers with downpayment, closing costs, and/or interest rate buy-down assistance through its subrecipient organization hereby known as Greater Seminole County Chamber of Commerce and meet the requirements as set forth in 24 CFR Part 92 as amended or waived by HUD.

2. AFFORDABILITY

The property which is the subject of this Agreement shall remain affordable in accordance with COUNTY guidelines for a term as specified in a second mortgage note and deed which shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

3. REPAYMENTS

The COUNTY shall provide a Deferred Payment Loan in an amount up to \$3,500.00 at 0% until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

4. UNIFORM ADMINISTRATIVE REQUIREMENTS

Not applicable as the HOMEBUYER is not a subrecipient or state recipient.

5. PROJECT REQUIREMENT

The COUNTY and the HOMEBUYER agree to comply with HOME regulations as set forth in 24 CFR Part 92 Subpart F, as follows:

(a) The HOMEBUYER(s) have certified that the property shall be his/her/their principal residence and that, at the time of application and approval, his/her/their annual income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD, with adjustments for family size.

(b) The property is located within the geographical areas of Seminole County, Florida and has an after rehabilitation or construction appraised value equal to or less than ninety-five percent (95%) (80% when used with SHIP funds) of the median sales price of the area. The COUNTY through, Greater Seminole County Chamber of Commerce, has reviewed the household income and property value requirements in accordance with the HOME Program requirements and determined the project eligible for funding.

The HOMEBUYER shall maintain the property, including payment of property taxes and homeowners insurance, during the term of affordability.

Finances/Homoprgm

8. HOUSING AND QUALITY STANDARDS

The property at the time of initial occupancy by the HOMEBUYER shall meet Section B Housing Quality Standards (HQS) and the local building codes and regulations of the COUNTY. The COUNTY has inspected the property and has determined the project eligible for funding.

7. OTHER PROGRAM REQUIREMENTS

The Homeowner shall comply with all applicable Federal laws and regulations as described in HUD guidelines at 24 CFR Part 92 Subpart H. The regulations are provided below. Applicable regulations are so noted.

- a) Equal opportunity and fair housing ☐ Applicable ☒ Not Applicable (one unit)
- b) Environmental review ☐ Applicable ☒ Not Applicable
- c) Displacement, relocation and acquisition
 - ☐ Not Applicable (activity funded is downpayment, closing cost or interest rate buy-down assistance on a newly constructed unit; therefore no displacement, relocation and acquisition occurred pursuant to Federal rules).
 - ☒ Applicable (Activity is downpayment, closing cost or interest rate buy-down assistance for the purchase of an existing unit. Appropriate notices have been issued. Certification has been provided/executed ensuring that property was not occupied by a tenant and that the owner has been voluntarily displaced by choice).
- d) Lead paint
 - ☒ Applicable (Home built prior to 1978. Lead-based paint notice has been provided and unit evaluated for lead-based paint existence.)
 - ☐ Not Applicable (Unit built during or after 1978.)
- e) Conflict of Interest - no conflict found
- f) Disbarment and suspension - not applicable
- g) Flood Insurance
- h) Executive Order 12372 - not applicable.

9. AFFIRMATIVE MARKETING

Not applicable due to the nature of the activity (HOMEBUYER program).

9. CONDITIONS FOR RELIGIOUS ORGANIZATION

Not applicable due to the nature of the activity (HOMEBUYER program).

10. REQUESTS FOR DISBURSEMENT OF FUNDS

The HOMEBUYER agrees that the funds shall only be used to subsidize a private loan to lower the borrower's monthly housing costs (Principal, Interest, Taxes and Insurance (PITI)) and to pay closing costs and part of the downpayment amount, if necessary. The HOME funds shall be disbursed by the COUNTY at the time of loan closing.

Should rehabilitation be included in the HOME assistance, the HOMEBUYER agrees that any work performed by a contractor in accordance with this Agreement shall be performed pursuant to a written contract in the form required by the COUNTY. Further, the unit shall be inspected by the COUNTY for compliance with COUNTY housing and other local codes and regulations.

Ownership assistance funds shall not be disbursed prior to completion of work and acceptance of the same by the COUNTY.

1. REVERSION OF ASSETS

Not applicable as the homeowner is not a subrecipient.

2. RECORDS AND REPORTS

The COUNTY and HOMEBUYER shall complete all reports and maintain documentation, as applicable in accordance with 24 CFR Part 92 and Florida Statutes for a period of three (3) years from the end of the affordability term.

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OFFICIAL RECORD
BOOK 971 PAGE 1754
SEMI-ANNUAL

3. ENFORCEMENT OF THE AGREEMENT

The loan shall be evidenced by a Promissory Note and secured by a Mortgage on the property. Failure by the HOMEBUYER to comply with the terms of this Agreement and the loan documents shall be considered a default and appropriate legal action taken.

4. DURATION OF THE AGREEMENT

This Agreement shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the associated unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies, or for a period of 1 ten (10), 2 twenty (20) or 3 thirty (30) years, as applicable.

5. OTHER PROVISIONS

Neither party hereto shall discriminate against any person or group of persons on account of race, sex, creed, color or national origin in the performance of this Agreement.

Nothing contained in this Agreement, or any act of the COUNTY or the HOMEBUYER shall be deemed or construed by any of the parties hereto, or third persons to create any relationship of third party-beneficiary, principal or agent, limited or general partnership, joint venture or any association or relationship involving the COUNTY.

WITNESS:

Mary Montano

SEMINOLE COUNTY, FLORIDA

Gary H. Kaiser
County Manager

Date: 2/6/98

WITNESSES

[Signature]
[Signature]

HOMEBUYER

[Signature]

Date: 1.2.98

NOTARY AS TO HOMEBUYER(S):

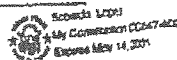
STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 12th day of January 1998 by Rodrigo S. [Signature] who is personally known to me or who has produced [Signature] as identification.

Print Name [Signature]

Notary Public in and for the County and State Aforementioned.

My commission expires: _____



(AFTER RECORDING)

Document Prepared By & Return To:

S.H.P. Home Ownership Assistance Program
c/o The Greater Seminole County
Charter of Commerce
4550 South Highway 17-92
Casselberry, FL 32707